

COMMISSIONERS
DOUG LITTLE – Chairman
BOB STUMP
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TOM FORESE
ANDY TOBIN



05438117
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

Date March 15, 2016

U.S.A. PLUMBING, INC
4713 E VIRGINIA ST
MESA, AZ 85215

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 03/11/2016 as agent for **U.S.A. PLUMBING, INC**:

Case caption: **ROBERT LAURITZEN JR etal v. WOODSIDE HOME SALES AZ, LLC etal**
Case number: **CV2015-095670** Court: **MARICOPA COUNTY SUPERIOR COURT**

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

Sincerely,

A handwritten signature in black ink, appearing to read "Lynda B. Griffin", written over a horizontal line.

Lynda B. Griffin
Custodian of Records

Initials **MLB**
File number **-0795825-8**

COMMISSIONERS
DOUG LITTLE – Chairman
BOB STUMP
BOB BURNS
TOM FORESE
ANDY TOBIN



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **March 11, 2016**, **MARY LEE BLAIR**, 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 **U.S.A. PLUMBING, INC.**

Case caption: **ROBERT LAURITZEN JR etal v. WOODSIDE HOME SALES AZ, LLC etal**

Case number: **CV2015-095670**

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 COMPULSORY ARBITRATION | |

On **03/15/2016**, 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:

U.S.A. PLUMBING, INC
4713 E VIRGINIA ST
MESA, AZ 85215

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: **MARY LEE BLAIR**

Date: **03/15/2016**

Signature: _____

A handwritten signature in cursive script, appearing to read "Mary Lee Blair", written over a horizontal line.

ORIGINAL

Shorall McGoldrick Brinkmann

1232 east missouri avenue

phoenix, az 85014

602.230.5400

602.230.5432 (fax)

smb@smbattorneys.com

Tom Shorall, Jr., #010456

Jason J. Boblick, #026507

Michael Trowbridge, #031253

Attorneys for Defendants/Third-Party Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

ROBERT LAURITZEN JR., an
unmarried man; DAVID and
CHRISTINE DUININCK, husband
and wife; MARGARET BALLI, an
unmarried woman; and RONALD
and ERICA OLSON, husband and
wife; LARRY and MARGIE SITZER,
husband and wife; DAVID and
MARY SWANGLER, husband and
wife; ADRIAN QUINTANILLA, a
single man; KARRIN TYLER, a
single woman; BRENT HEERMANS,
a single man; CHRISTINE COHAN,
a single woman; DAVID MAYNES,
JR., a married man as his sole and
separate property; PAM CLASPILL,
a single woman; MARIA RUIZ, a
single woman; TODD HERRIG, a
single man; KENNETH and
MARGARET HALL, husband and
wife; THOMAS SHORB, a married
man as his sole and separate
property; CHELSEA KURTZ, a single
woman; ANN DOWD, a single
woman; CHRISTOPHER and LISA
PARADIS, husband and wife; JORGE
and VIRIDIANA QUINTEROS,

Case No. CV2015-095670

SUMMONS

(Assigned to the Honorable David
Talamante)

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

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

1 husband and wife; CHRISTOPHER
2 and MEGAN SAVAGE, husband and
3 wife; MICHELLE RODDY, a single
4 woman; CHAD and ELIVA CAGLE,
5 husband and wife; ANDREW
6 SERRANO, a single man; JOANNE
7 RANKIN, a married woman as her
8 sole and separate property;
9 STEPHEN PARKER, a single man;
10 BRENT BARCENA, a single man,
11 KEITH and LINDA MEYER,
12 husband and wife; TYLER SLEZAK
13 and WENDY RATLIFF, a single man
14 and woman,

15
16
17 Plaintiffs,

18 v.

19
20
21 WOODSIDE HOME SALES AZ, LLC
22 fka WOODSIDE TRAILS NORTH AT
23 HORSEMAN'S PARK, LLC., a
24 Delaware limited liability company,
25 WOODSIDE HOMES OF ARIZONA,
26 INC., an Arizona corporation and XYZ
27 ENTITIES, 1 through 5,

28 Defendants.

29
30
31 WOODSIDE HOME SALES AZ, LLC
32 fka WOODSIDE TRAILS NORTH AT
33 HORSEMAN'S PARK, LLC., a
34 Delaware limited liability company,
35 WOODSIDE HOMES OF ARIZONA,
36 INC., an Arizona corporation and XYZ
37 ENTITIES, 1 through 5,

38 Third-Party Plaintiffs,

1
2
3 v.

4 ABI GROUP, LLC., an Arizona
5 limited liability company, ACME
6 GRADING, LLC., an Arizona limited
7 liability company, ALOHA GRADING,
8 INC., an Arizona corporation,
9 ARTISTIC STAIRS, LTD., an Arizona
10 limited liability company, BELL
11 CONCRETE, INC., an Arizona
12 corporation, B/H DRYWALL &
13 STUCCO CO., INC., an Arizona
14 Corporation, COE & VAN LOO
15 CONSULTANTS, INC., an Arizona
16 corporation, FURTMANN BROS.,
17 LLC., an Arizona limited liability
18 company, KNOCHER BROS., INC., an
19 Arizona corporation, LEACH
20 PAINTING, INC., an Arizona
21 corporation, MADJ, INC., dba LODI
22 GARAGE DOORS AND MORE, an
23 Arizona corporation, MESA FULLY
24 FORMED, LLC., an Arizona limited
25 liability company, METRIC
26 ROOFING, INC., an Arizona
27 corporation, NEW PW, LLC fka
28 PARAMOUNT WINDOWS
CORPORATION, an Arizona limited
liability company, PROTEX – THE PT
XPRTS, LLC., an Arizona limited
liability company, R&B INTERIORS,
INC., an Arizona corporation, R.H.
DUPPER LANDSCAPINGS, LLC, an
Arizona corporation, RCC
HOLDINGS, LLC., an Arizona limited
liability company, SADDLEBACK
ROOFING, INC., an Arizona
corporation, SUN CONTROL

1 LANDSCAPES, LLC., an Arizona
2 limited liability corporation,
3 SUNBELTS CONVEYERED
4 AGGREGATED DELIVERY, LLC., an
5 Arizona limited liability company,
6 TCM MASONRY, INC., an Arizona
7 corporation, TUCSON PEACH, LLC.,
8 a Nevada limited liability company,
9 U.S.A. PLUMBING, INC., an Arizona
10 corporation, V3 COMPANIES of
11 ARIZONA, LTD., an Arizona
12 corporation, VW DIG, LLC., an
13 Arizona limited liability company, XO
14 WINDOWS, LLC., an Arizona limited
15 liability company,

16
17 Third-Party Defendants.
18
19

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

21 **U.S.A. PLUMBING, INC.**
22 **c/o Randy Gehrts**
23 **4713 E. Virginia Street**
24 **Mesa, AZ 85215**

25 **YOU ARE HEREBY SUMMONED** and required to appear and defend,
26 within the time applicable in this action in this court. If served within Arizona, you
27 shall appear and defend within 20 days after the service of the Summons and
28 Complaint upon you, exclusive of the day of service. If served out of the State of
Arizona -- whether by direct service, by registered or certified mail, or by
publication -- you shall appear and defend within 30 days after the service of the
Summons and Complaint upon you is complete, exclusive of the day of service.
Where process is served upon the Arizona Director of Insurance as an insurer's
attorney to receive service of legal process against it in this state, the insurer shall
not be required to appear, answer or plead until expiration of 40 days after date of
such service upon the Director. Service by registered or certified mail without the
State of Arizona is complete 30 days after the date of filing the receipt and affidavit
of service with the Court. Service by publication is complete 30 days after the date
of first publication. Direct service is complete when made. Service upon the

1 Arizona Motor Vehicle Superintendent is complete 30 days after filing the Affidavit
2 of Compliance and return receipt or Officer's Return. Ariz. Rev. Civ. P. 4; A.R.S. §§
3 20-222, 28-502, 28-503.

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

7 **YOU ARE CAUTIONED** that in order to appear and defend, you must file
8 an Answer or proper response in writing with the Clerk of this Court, accompanied
9 by the necessary filing fee, within the time required, and you are required to serve a
10 copy of any Answer or response upon the Third-Party Plaintiffs' attorney. Ariz.
11 Rev. Civ. P. 5, 10(d); A.R.S. §12-311.

12 The name and address of Third-Party Plaintiff's attorney is:

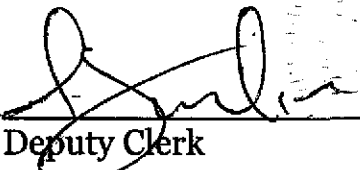
13 Thomas Shorall, Jr., Esq.
14 Jason J. Boblick, Esq.
15 SHORALL McGOLDRICK BRINKMANN
16 1232 East Missouri Avenue
17 Phoenix, Arizona 85014

18 **Requests for reasonable accommodation for persons with**
19 **disabilities must be made to the division assigned to the case by**
20 **parties at least five judicial days in advance of a scheduled court**
21 **proceeding.**

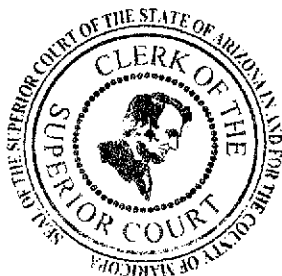
22 **SIGNED AND SEALED** this date:

23 **FEB 26 2016**

24 Clerk MICHAEL K. JEANES, CLERK

25 By 
26 Deputy Clerk

27 A. Fimbres
28 Deputy Clerk



1 Shorall McGoldrick Brinkmann
2 1232 east missouri avenue
3 phoenix, az 85014
4 602.230.5400
5 602.230.5432 (fax)
6 smb@smbattorneys.com

7 Tom Shorall, Jr., #010456
8 Jason J. Boblick, #026507
9 Sarah N. Fern, #028901
10 Attorneys for Defendants/Third-Party Plaintiffs

11 **SUPERIOR COURT OF ARIZONA**
12 **MARICOPA COUNTY**

13 **ROBERT LAURITZEN JR., an**
14 **unmarried man; DAVID and**
15 **CHRISTINE DUININCK, husband and**
16 **wife; MARGARET BALLI, an**
17 **unmarried woman; and RONALD and**
18 **ERICA OLSON, husband and wife;**
19 **LARRY and MARGIE SITZER,**
20 **husband and wife; DAVID and MARY**
21 **SWANGLER, husband and wife;**
22 **ADRIAN QUINTANILLA, a single**
23 **man; KARRIN TYLER, a single**
24 **woman; BRENT HEERMANS, a single**
25 **man; CHRISTINE COHAN, a single**
26 **woman; DAVID MAYNES, JR., a**
27 **married man as his sole and separate**
28 **property; PAM CLASPILL, a single**
woman; MARIA RUIZ, a single woman;
TODD HERRIG, a single man;
KENNETH and MARGARET HALL,
husband and wife; THOMAS SHORB, a
married man as his sole and separate
property; CHELSEA KURTZ, a single
woman; ANN DOWD, a single woman;
CHRISTOPHER and LISA PARADIS,
husband and wife; JORGE and
VIRIDIANA QUINTEROS, husband
and wife; CHRISTOPHER and

Case No. CV2015-095670

Defendants' Amended Answer to
First Amended Complaint

And

Amended Third-Party Complaint

(Assigned to the Honorable David
Talamante)

1 MEGAN SAVAGE, husband and wife;
2 MICHELLE RODDY, a single woman;
3 CHAD and ELIVA CAGLE, husband
4 and wife; ANDREW SERRANO, a
5 single man; JOANNE RANKIN, a
6 married woman as her sole and
7 separate property; STEPHEN
8 PARKER, a single man; BRENT
9 BARCENA, a single man, KEITH and
LINDA MEYER, husband and wife;
TYLER SLEZAK and WENDY
RATLIFF, a single man and woman,

10 Plaintiffs,

11 v.

12
13 WOODSIDE HOME SALES AZ, LLC
14 fka WOODSIDE TRAILS NORTH AT
HORSEMAN'S PARK, LLC., a
15 Delaware limited liability company,
16 WOODSIDE HOMES OF ARIZONA,
17 INC., an Arizona corporation and XYZ
ENTITIES, 1 through 5,

18 Defendants.

19
20 WOODSIDE HOME SALES AZ, LLC
21 fka WOODSIDE TRAILS NORTH AT
HORSEMAN'S PARK, LLC., a
22 Delaware limited liability company,
23 WOODSIDE HOMES OF ARIZONA,
24 INC., an Arizona corporation and XYZ
ENTITIES, 1 through 5,

25 Third-Party Plaintiffs,

26 v.

27
28 ABI GROUP, LLC., an Arizona limited

1 liability company, ACME GRADING,
2 LLC., an Arizona limited liability
3 company, ALOHA GRADING, INC., an
4 Arizona corporation, ARTISTIC
5 STAIRS, LTD., an Arizona limited
6 liability company, BELL CONCRETE,
7 INC., an Arizona corporation, B/H
8 DRYWALL & STUCCO CO., INC., an
9 Arizona Corporation, COE & VAN LOO
10 CONSULTANTS, INC., an Arizona
11 corporation, FURTMANN BROS., LLC.,
12 an Arizona limited liability company,
13 KNOCHER BROS., INC., an Arizona
14 corporation, LEACH PAINTING, INC.,
15 an Arizona corporation, MADJ, INC.,
16 dba LODI GARAGE DOORS AND
17 MORE, an Arizona corporation, MESA
18 FULLY FORMED, LLC., an Arizona
19 limited liability company, METRIC
20 ROOFING, INC., an Arizona
21 corporation, NEW PW, LLC fka
22 PARAMOUNT WINDOWS
23 CORPORATION, an Arizona limited
24 liability company, PROTEX – THE PT
25 XPERTS, LLC., an Arizona limited
26 liability company, R&B INTERIORS,
27 INC., an Arizona corporation, R.H.
28 DUPER LANDSCAPINGS, LLC, an
Arizona corporation, RCC HOLDINGS,
LLC., an Arizona limited liability
company, SADDLEBACK ROOFING,
INC., an Arizona corporation, SUN
CONTROL LANDSCAPES, LLC., an
Arizona limited liability corporation,
SUNBELTS CONVEYERED
AGGREGATED DELIVERY, LLC., an
Arizona limited liability company, TCM
MASONRY, INC., an Arizona
corporation, TUCSON PEACH, LLC., a
Nevada limited liability company,
U.S.A. PLUMBING, INC., an Arizona

1 corporation, V3 COMPANIES of
2 ARIZONA, LTD., an Arizona
3 corporation, VW DIG, LLC., an Arizona
4 limited liability company, XO
5 WINDOWS, LLC., an Arizona limited
6 liability company,

7
8
9
10
11
12 Third-Party Defendants.

13 Pursuant to Rule 15(a), Defendants Woodside Home Sales AZ, LLC,
14 formerly known as Woodside Trails North at Horseman's Park, LLC, and
15 Woodside Homes of Arizona, Inc., (collectively referred to herein as "Woodside"),
16 amend their Answer and Third-Party Complaint as a matter of course.

17
18 **AMENDED ANSWER**

19 Woodside answers Plaintiffs' First Amended Complaint ("Complaint") as
20 follows:

21 **Preliminary Statement**

22 1. Responding to Paragraph 1 of the Complaint, Woodside denies the
23 allegations.

24 **Parties, Jurisdiction, and Venue**

25 2. Responding to Paragraph 2 of the Complaint, Woodside denies the
26 allegations.

27 3. Responding to Paragraphs 3 through 31 of the Complaint,
28 Woodside is without knowledge or information sufficient to form a belief as to
the truth of the allegations and therefore denies the same.

4. Responding to Paragraphs 32 through 33 of the Complaint, Woodside
admits the allegations.

5. Responding to Paragraph 34 of the Complaint, Woodside
affirmatively states that Woodside Home Sales AZ developed and sold certain

1 properties within Lindsay Park and Woodside Homes of Arizona served as the
2 general contractor constructing single-family homes on such properties.
3 Woodside is without knowledge or information sufficient to form a belief as to
4 the truth of the remaining allegations and therefore denies the same.

5 6. Responding to Paragraph 35 of the Complaint, Woodside is without
6 knowledge or information sufficient to form a belief as to the truth of the
7 allegations and therefore denies the same.

8 7. Responding to Paragraph 36 of the Complaint, Woodside admits
9 the allegations.

10 **Class Action Allegations**

11 8. Responding to Paragraphs 37 through 40 of the Complaint,
12 Woodside denies the allegations.

13 9. Responding to Paragraph 41, Woodside is without knowledge or
14 information sufficient to form a belief as to the truth of the allegations and
15 therefore denies the same.

16 10. Responding to Paragraph 42 of the Complaint, Woodside denies
17 the allegations.

18 **General Allegations**

19 11. Responding to Paragraphs 43 through 45 of the Complaint,
20 Woodside denies the allegations.

21 **First Cause of Action**

22 **(Breach of Implied Warranties)**

23 12. Responding to Paragraph 46 of the Complaint, Woodside re-alleges
24 and incorporates the foregoing averments.

25 13. Responding to Paragraph 47 of the Complaint, Woodside admits
26 that certain limited duties, of reasonable care or otherwise, may attach to
27 certain aspects of the work at the Project. Woodside is without knowledge or
28

1 information sufficient to form a belief as to the truth of the remaining
2 allegations and therefore denies the same.

3 14. Responding to Paragraphs 48 through 49 of the Complaint,
4 Woodside denies the allegations.

5 **Second Cause of Action**

6 **(Negligence)**

7 15. Responding to Paragraph 50 of the Complaint, Woodside re-alleges
8 and incorporates the foregoing averments.

9 16. Responding to Paragraph 51 of the Complaint, Woodside
10 affirmatively states that that Woodside Home Sales AZ developed and sold
11 certain properties within Lindsay Park, and Woodside Homes of Arizona served
12 as the general contractor constructing single-family homes on such properties.
13 Woodside is without knowledge or information sufficient to form a belief as to
14 the truth of the remaining allegations and therefore denies the same.

15 17. Responding to Paragraphs 52 through 55 of the Complaint,
16 Woodside denies the allegations.

17 **Third Cause of Action**

18 **(Breach of Contract)**

19 18. Responding to Paragraph 56 of the Complaint, Woodside re-alleges
20 and incorporates the foregoing averments.

21 19. Responding to Paragraph 57 of the Complaint, there are no
22 allegations requiring any response. To the extent it is argued affirmative
23 allegations have been made, they are denied.

24 20. Responding to Paragraphs 58 through 59 of the Complaint,
25 Woodside denies the allegations.

26 \ \ \

Fourth Cause of Action
(Breach of Express Warranties)

21. Responding to Paragraph 60 of the Complaint, Woodside re-alleges and incorporates the foregoing averments

22. Responding to Paragraph 61 of the Complaint, there are no allegations requiring any response. To the extent it is argued affirmative allegations have been made, they are denied.

23. Responding to Paragraph 62 of the Complaint, Woodside admits that certain limited duties, of reasonable care or otherwise, may attach to certain aspects of the work at the Project. Woodside further asserts that its contracts with any original purchasers speak for themselves. Woodside is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies the same.

24. Responding to Paragraphs 62 through 65 of the Complaint, there are no allegations requiring any response. To the extent it is argued affirmative allegations have been made, they are denied.

Affirmative Defenses

25. Woodside denies any allegations in the complaint not specifically and expressly admitted.

26. The complaint fails to state a claim upon which relief may be granted against Woodside.

27. Woodside affirmatively alleges that a statute of limitations or statute of repose applies to bar some or all of Plaintiffs' claims.

28. Other parties and/or non-parties, either through their acts, omissions or breaches of warranty and/or contract, are responsible for the damages claimed by Plaintiffs and an allocation of fault and legal responsibility should be attributed to those other parties, plaintiffs, defendants, and/or non-parties.

1 29. Woodside is not jointly or severally liable with any other party,
2 Plaintiff, Defendant, or non-party for the damages asserted by Plaintiffs.

3 30. Woodside is not liable for any damages sustained by Plaintiffs, if
4 any, that were the result of unforeseeable and uncontrollable acts of God or
5 other forces of nature.

6 31. Woodside complied with all building codes and regulations, state
7 statutes and all other requirements related to the design and construction of
8 the Project.

9 32. Some or all of Plaintiffs' proposed repairs constitute economic
10 waste.

11 33. Woodside further asserts the affirmative defenses of comparative
12 fault, and intervening and superseding cause.

13 34. Woodside affirmatively alleges that Plaintiffs failed to mitigate
14 their damages, if any, including the failure to effectively assert warranty
15 and/or insurance claims.

16 35. Woodside reserves all additional affirmative defenses, including
17 but not limited to those contained within Rule 8(c) and 12, Arizona Rules of
18 Civil Procedure, determined applicable during discovery.

19
20 **WHEREFORE**, Woodside Homes of Arizona, Inc., and Woodside Home
21 Sales AZ, LLC, request judgment as follows:

22 a. Dismissing Plaintiffs' complaint and denying it relief;

23 b. Awarding Woodside their reasonable attorney fees, expert fees,
24 and taxable costs to the extent awardable under contract and/or applicable
25 law; and,

26 c. Awarding such additional relief as this Court deems appropriate.
27
28 \ \ \

- d. Artistic Stairs, Ltd.
- e. Bell Concrete, Inc.
- f. BH Drywall & Stucco Co., Inc.
- g. Coe & Van Loo Consultants, LLC
- h. Furtman Brothers, LLC
- i. Knochel Brothers, Inc.
- j. Leach Painting, Inc.
- k. MADJ, Inc. dba Lodi Garage Door and More
- l. Mesa Fully Formed, LLC
- m. Metric Roofing, Inc.
- n. New PW, LLC fka Paramount Windows Corporation
- o. Protex – The PT Experts, LLC
- p. R&B Interiors, Inc.
- q. RCC Holdings, LLC
- r. R.H. Dupper Landscaping, Inc.
- s. Saddleback Roofing, Inc.
- t. Sun Control Landscapes, LLC
- u. Sunbelts Conveyered Aggregate Delivery, LLC
- v. TCM Masonry, Inc.
- w. Tucson Peach, LLC fka Sonoran Air Conditioning
- x. U.S.A. Plumbing, Inc.
- y. V3 Companies of Arizona, Ltd.
- z. VW Dig, LLC
- aa. XO Windows, LLC

The foregoing entities named in this Paragraph are hereinafter collectively referred to as "Third-Party Defendants."

4. The Court has personal and subject-matter jurisdiction and is the proper venue for the Third-Party Complaint.

5. The Plaintiffs in the underlying lawsuit own single-family homes within the Project and allege defects related to, arising out of, or resulting from the Third-Party Defendants' respective work at the Project.

6. The defects that the Plaintiffs allege are subject to amendment but presently include but are not limited to defect claims associated with the single-family homes.

1 7. Some or all of the defects that Plaintiffs must prove necessarily
2 relate to, arise from, or are the result of the Third-Party Defendants' work
3 implicated by such particular defect(s), and, if proven, were directly and
4 proximately caused by those Third-Party Defendants' non-conforming and
5 unworkmanlike performance, negligence, and carelessness.

6 8. Each Third-Party Defendant received reasonable notice of the
7 Plaintiffs' claims and had an opportunity to defend Third-Party Plaintiffs
8 before answering or otherwise responding to this Third-Party Complaint.

9 **COUNT ONE**
10 **Express Indemnity**

11 9. Third-Party Plaintiffs re-allege and incorporate the foregoing
12 allegations.

13 10. Third-Party Defendants entered into subcontracts with one or
14 more Third-Party Plaintiffs or their agents that expressly obligates each Third-
15 Party Defendant to defend, indemnify, and hold harmless Third-Party
16 Plaintiffs from and against all claims or causes of action either actually or
17 allegedly relating to, arising from, or resulting from that particular Third-
18 Party Defendant's work.

19 11. The indemnity agreements referenced in the foregoing paragraph
20 impose upon each Third-Party Defendant a present duty to defend Third-Party
21 Plaintiffs from and against any claim or allegation of defects related to, arising
22 from, or resulting from Third-Party Defendants' respective work at the Project.

23 12. Each Third-Party Defendant also owes Third-Party Plaintiffs
24 indemnity against or from any liability that they might incur because of
25 defects related to, arising from, or resulting from Third-Party Defendants'
26 respective work at the Project.

13. Third-Party Defendants have each breached their duty to defend Third-Party Plaintiffs and have anticipatorily breached their duty to indemnify Third-Party Plaintiffs, and thereby have caused and will cause Third-Party Plaintiffs to incur attorney fees, expert fees, litigation costs, liabilities, and other loss associated with Plaintiffs' claims.

COUNT TWO
Breach of Contract/Express Warranty

14. Third-Party Plaintiffs re-allege and incorporate the foregoing allegations.

15. Third-Party Defendants each promised and expressly warranted to perform their work in a good and workmanlike manner, in compliance with the plans and specifications, applicable building codes, and the relevant guidelines of the Arizona Registrar of Contractors and/or other professional licensing organizations within Arizona, to complete work that is free from defects, and to supply materials that would be new, of merchantable quality, reasonably fit for their intended purpose, and free from faults and defects.

16. To the extent that Plaintiffs prove the defects alleged in their Complaint, then each Third-Party Defendant whose work was implicated by such defects breached the foregoing contractual obligations and express warranties.

17. Third-Party Defendants each promised in their respective contracts to procure \$1 million CGL insurance coverage and to have Third-Party Plaintiffs made additional insureds under those policies using ISO form CG 2010 11/85, CG 2026 11/85, or their substantial equivalents. To the extent that any particular Third-Party Defendant either failed to procure this insurance or failed to have Third-Party Plaintiffs made additional insureds

1 under the required endorsements in its specific contract, it has breached this
2 promise.

3 18. Third-Party Defendants' breaches and anticipatory breaches have
4 caused and will cause Third-Party Plaintiffs to incur attorney fees, expert fees,
5 litigation costs, liabilities, and other loss associated with Plaintiffs' claims.

6 **COUNT THREE**
7 **Breach of Implied Warranty of Workmanship**
8 **(Third-Party Defendant Subcontractors only)**

9 19. Third-Party Plaintiffs re-allege and incorporate the foregoing
10 allegations.

11 20. For the purposes of Count Three, the following Third-Party
12 Defendants are each referred to as a "Third-Party Defendant Subcontractor"
13 and collectively to as "Third-Party Defendant Subcontractors."

- 14 a. ABI Group, LLC
- 15 b. ACME Grading, LLC
- 16 c. Aloha Grading, Inc.
- 17 d. Artistic Stairs, Ltd.
- 18 e. Bell Concrete, Inc.
- 19 f. BH Drywall & Stucco Co., Inc.
- 20 g. Furtman Brothers, LLC
- 21 h. Knochel Brothers, Inc.
- 22 i. Leach Painting, Inc.
- 23 j. MADJ, Inc. dba Lodi Garage Door and More
- 24 k. Mesa Fully Formed, LLC
- 25 l. Metric Roofing, Inc.
- 26 m. New PW, LLC fka Paramount Windows Corporation
- 27 n. R&B Interiors, Inc.
- 28 o. RCC Holdings, LLC
- p. R.H. Dupper Landscaping, Inc.
- q. Saddleback Roofing, Inc.
- r. Sun Control Landscapes, LLC
- s. Sunbelts Conveyered Aggregate Delivery, LLC
- t. TCM Masonry, Inc.
- u. Tucson Peach, LLC fka Sonoran Air Conditioning
- v. U.S.A. Plumbing, Inc.

1 w. VW Dig, LLC
2 x. XO Windows, LLC

3 21. Third-Party Defendant Subcontractors impliedly warranted that
4 all materials and products they supplied would be new, of merchantable
5 quality, and reasonably fit for its intended purpose and that the work and
6 labor performed under their respective contracts would be done in a careful
7 and workmanlike manner in conformance with Arizona construction standards
8 and practices.

9 22. To the extent that Plaintiffs prove the defects alleged in their
10 Complaint, then each Third-Party Defendant Subcontractor whose work was
11 implicated by such defects breached the foregoing implied warranties.

12 23. All such breaches of the implied warranties have caused and will
13 cause Third-Party Plaintiffs to incur attorney fees, expert fees, litigation costs,
14 liabilities, and other loss associated with Plaintiffs' claims.

15 **COUNT FOUR**
16 **Negligence**

17 24. Third-Party Plaintiffs re-allege and incorporate the foregoing
18 allegations.

19 25. Third-Party Defendants each owed a duty to Third-Party Plaintiffs
20 to exercise reasonable care in the performance of their work.

21 26. All defects that Plaintiffs' prove, if any, related to Third-Party
22 Plaintiffs arose from the implicated Third-Party Defendants' breach of the duty
23 of care.

24 27. To the extent that any such breach caused damage to other
25 property, components, or work, the implicated Third-Party Defendant is liable
26 in negligence for all damages flowing therefrom, including attorney fees
27
28

1 incurred defending the Plaintiffs' claims, expert fees, litigation costs, liabilities,
2 and other loss associated with Plaintiffs' claims.

3 **COUNT FIVE**

4 **Common Law/Implied Indemnity**

5 28. Third-Party Plaintiffs re-allege and incorporate the foregoing
6 allegations.

7 29. Third-Party Plaintiffs are entirely without active fault with regard
8 to the acts or omissions giving rise to the Plaintiffs' claims.

9 30. To the extent that any Third-Party Defendant did not enter into an
10 express indemnity agreement with Third-Party Plaintiffs, Third-Party
11 Plaintiffs are entitled to common-law or implied indemnity for any liability
12 arising out of or related to that Third-Party Defendant's work.

13 **COUNT SIX**

14 **Declaratory Judgment**

15 31. Third-Party Plaintiffs re-allege and incorporate the foregoing
16 allegations.

17 32. A justiciable controversy exists between Third-Party Plaintiffs and
18 Third-Party Defendants regarding whether Third-Party Defendants owe a
19 present to duty to defend under their respective express indemnity
20 agreements, and the scope of their duties to indemnify.

21 33. Third-Party Plaintiffs request a judicial declaration determining
22 the parties' respective rights and obligations under the express indemnity
23 agreements.

24 **WHEREFORE**, Woodside Homes of Arizona, Inc., and Woodside Home
25 Sales AZ, LLC, request judgment as follows:

26 a. For their direct and consequential damages in an amount to
27 be proven;
28

b. For their taxable costs and attorneys' fees in accordance with A.R.S. § 12-341.01 and/or the contract documents;

c. For a declaration of the parties' respective rights and obligations under the indemnity agreements and contract documents; and

d. For such other relief as this Court deems appropriate.

DATED this 23rd day of February, 2016.

SHORALL MCGOLDRICK BRINKMANN

By /s/ Tom Shorall, Jr.

Tom Shorall, Jr.

Jason J. Boblick

Attorneys for Defendants/Third-Party Plaintiffs

Mailing Certificate

The foregoing was filed using the Maricopa County Superior Court's electronic-filing system on this 23rd day of February, 2016, and copies were MAILED this same date to:

Darrien O. Shuquem
VIAL FOTHERINGHAM, LLP
 2333 W. University Dr., Ste. C103
 Tempe, Arizona 85281

Attorneys for Plaintiffs

/s/Emily Waldenberger

1 Shorall McGoldrick Brinkmann

2 1232 east missouri avenue

3 phoenix, az 85014

4 602.230.5400

5 602.230.5432 (fax)

6 smb@smbattorneys.com

7 Tom Shorall, Jr., #010456

8 Jason J. Boblick, #026507

9 Sarah N. Fern, #028901

10 Attorneys for Defendants/Third-Party Plaintiffs

11 **SUPERIOR COURT OF ARIZONA**

12 **MARICOPA COUNTY**

13 ROBERT LAURITZEN JR., an
14 unmarried man; DAVID and
15 CHRISTINE DUININCK, husband and
16 wife; MARGARET BALLI, an
17 unmarried woman; and RONALD and
18 ERICA OLSON, husband and wife;
19 LARRY and MARGIE SITZER,
20 husband and wife; DAVID and MARY
21 SWANGLER, husband and wife;
22 ADRIAN QUINTANILLA, a single
23 man; KARRIN TYLER, a single
24 woman; BRENT HEERMANS, a single
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27 married man as his sole and separate
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woman; ANN DOWD, a single woman;
CHRISTOPHER and LISA PARADIS,
husband and wife; JORGE and
VIRIDIANA QUINTEROS, husband
and wife; CHRISTOPHER and

Case No. CV2015-095670

**Defendants/Third-Party Certificate
Regarding Compulsory Arbitration**

(Assigned to the Honorable David
Talamante)

1 MEGAN SAVAGE, husband and wife;
2 MICHELLE RODDY, a single woman;
3 CHAD and ELIVA CAGLE, husband
4 and wife; ANDREW SERRANO, a
5 single man; JOANNE RANKIN, a
6 married woman as her sole and
7 separate property; STEPHEN
8 PARKER, a single man; BRENT
9 BARCENA, a single man, KEITH and
LINDA MEYER, husband and wife;
TYLER SLEZAK and WENDY
RATLIFF, a single man and woman,

10 Plaintiffs,

11 v.

12
13 WOODSIDE HOME SALES AZ, LLC
14 fka WOODSIDE TRAILS NORTH AT
HORSEMAN'S PARK, LLC., a
15 Delaware limited liability company,
16 WOODSIDE HOMES OF ARIZONA,
17 INC., an Arizona corporation and XYZ
ENTITIES, 1 through 5,

18 Defendants.

19
20 WOODSIDE HOME SALES AZ, LLC
21 fka WOODSIDE TRAILS NORTH AT
HORSEMAN'S PARK, LLC., a
22 Delaware limited liability company,
23 WOODSIDE HOMES OF ARIZONA,
24 INC., an Arizona corporation and XYZ
ENTITIES, 1 through 5,

25 Third-Party Plaintiffs,

26 v.

27
28 ABI GROUP, LLC., an Arizona limited

1 liability company, ACME GRADING,
2 LLC., an Arizona limited liability
3 company, ALOHA GRADING, INC., an
4 Arizona corporation, ARTISTIC
5 STAIRS, LTD., an Arizona limited
6 liability company, BELL CONCRETE,
7 INC., an Arizona corporation, B/H
8 DRYWALL & STUCCO CO., INC., an
9 Arizona Corporation, COE & VAN LOO
10 CONSULTANTS, INC., an Arizona
11 corporation, FURTMANN BROS., LLC.,
12 an Arizona limited liability company,
13 KNOCHER BROS., INC., an Arizona
14 corporation, LEACH PAINTING, INC.,
15 an Arizona corporation, MESA FULLY
16 FORMED, LLC., an Arizona limited
17 liability company, METRIC ROOFING,
18 INC., an Arizona corporation, NEW PW,
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21 liability company, PROTEX – THE PT
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25 HOLDINGS, LLC., an Arizona limited
26 liability company, SADDLEBACK
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LANDSCAPES, LLC., an Arizona
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SUNBELTS CONVEYERED
AGGREGATED DELIVERY, LLC., an
Arizona limited liability company, TCM
MASONRY, INC., an Arizona
corporation, TUCSON PEACH, LLC., a
Nevada limited liability company,
U.S.A. PLUMBING, INC., an Arizona
corporation, VW DIG, LLC., an Arizona
limited liability company, XO
WINDOWS, LLC., an Arizona limited
liability company,

1
2 **Third-Party Defendants.**
3

4 Defendants/Third-Party Plaintiffs Woodside Home Sales AZ, LLC, formerly
5 known as Woodside Trails North at Horseman's Park, LLC, and Woodside Homes
6 of Arizona, Inc. ("Woodside"), through undersigned counsel, state that they agree
7 with Plaintiffs' Certificate of Arbitration filed in the above-captioned matter that
8 this case *is not* subject to compulsory arbitration. Woodside further states that its
9 Third-Party Complaint is *not* subject to compulsory arbitration.
10
11

12 **DATED** this 12th day of February, 2016.
13

14 **SHORALL MCGOLDRICK BRINKMANN**

15 By /s/ Tom Shorall, Jr.

16 Tom Shorall, Jr.

17 Jason J. Boblick

18 Attorneys for Defendants/Third-Party
19 Plaintiffs
20
21
22
23
24
25
26
27
28

The foregoing was filed using the Maricopa County Superior Court's electronic-filing system on this 12th day of February, 2016, and copies were MAILED this same date to:

Darrien O. Shuquem
VIAL FOTHERINGHAM, LLP
 2333 W. University Dr., Ste. C103
 Tempe, Arizona 85281

Attorneys for Plaintiffs

/s/Emily Waldenberger

Shorall McGoldrick Brinkmann
1232 east missouri avenue
phoenix, az 85014
602.230.5400
602.230.5432 (fax)
smb@smbattorneys.com

Tom Shorall, Jr., #010456
Jason J. Boblick, #026507
Sarah N. Fern, #028901
Attorneys for Defendants/Third-Party Plaintiffs

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

ROBERT LAURITZEN JR., an
unmarried man; DAVID and
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wife; MARGARET BALLI, an
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CHRISTOPHER and LISA PARADIS,
husband and wife; JORGE and
VIRIDIANA QUINTEROS, husband
and wife; CHRISTOPHER and

Case No. CV2015-095670

Defendants/Third-Party Plaintiffs'
Certificate Regarding the Necessity
of Expert Testimony

(Assigned to the Honorable David
Talamante)

1 MEGAN SAVAGE, husband and wife;
2 MICHELLE RODDY, a single woman;
3 CHAD and ELIVA CAGLE, husband
4 and wife; ANDREW SERRANO, a
5 single man; JOANNE RANKIN, a
6 married woman as her sole and
7 separate property; STEPHEN
8 PARKER, a single man; BRENT
9 BARCENA, a single man, KEITH and
10 LINDA MEYER, husband and wife;
11 TYLER SLEZAK and WENDY
12 RATLIFF, a single man and woman,

13
14 Plaintiffs,

15 v.

16 WOODSIDE HOME SALES AZ, LLC
17 fka WOODSIDE TRAILS NORTH AT
18 HORSEMAN'S PARK, LLC., a
19 Delaware limited liability company,
20 WOODSIDE HOMES OF ARIZONA,
21 INC., an Arizona corporation and XYZ
22 ENTITIES, 1 through 5,

23
24 Defendants.

25 WOODSIDE HOME SALES AZ, LLC
26 fka WOODSIDE TRAILS NORTH AT
27 HORSEMAN'S PARK, LLC., a
28 Delaware limited liability company,
WOODSIDE HOMES OF ARIZONA,
INC., an Arizona corporation and XYZ
ENTITIES, 1 through 5,

Third-Party Plaintiffs,

v.

ABI GROUP, LLC., an Arizona limited

1 liability company, ACME GRADING,
2 LLC., an Arizona limited liability
3 company, ALOHA GRADING, INC., an
4 Arizona corporation, ARTISTIC
5 STAIRS, LTD., an Arizona limited
6 liability company, BELL CONCRETE,
7 INC., an Arizona corporation, B/H
8 DRYWALL & STUCCO CO., INC., an
9 Arizona Corporation, COE & VAN LOO
10 CONSULTANTS, INC., an Arizona
11 corporation, FURTMANN BROS., LLC.,
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15 an Arizona corporation, MESA FULLY
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18 INC., an Arizona corporation, NEW PW,
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21 liability company, PROTEX – THE PT
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23 liability company, R&B INTERIORS,
24 INC., an Arizona corporation, RCC
25 HOLDINGS, LLC., an Arizona limited
26 liability company, SADDLEBACK
27 ROOFING, INC., an Arizona
28 corporation, SUN CONTROL
LANDSCAPES, LLC., an Arizona
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SUNBELTS CONVEYERED
AGGREGATED DELIVERY, LLC., an
Arizona limited liability company, TCM
MASONRY, INC., an Arizona
corporation, TUCSON PEACH, LLC., a
Nevada limited liability company,
U.S.A. PLUMBING, INC., an Arizona
corporation, VW DIG, LLC., an Arizona
limited liability company, XO
WINDOWS, LLC., an Arizona limited
liability company,

1
2 **Third-Party Defendants.**
3

4 Defendants/Third-Party Plaintiffs Woodside Home Sales AZ, LLC,
5 formerly known as Woodside Trails North at Horseman's Park, LLC, and
6 Woodside Homes of Arizona, Inc., through undersigned counsel and pursuant to
7 Ariz. Rev. Stat. Ann. § 12-2602(A), hereby certify that expert opinion testimony
8 will be necessary to prove the allegations against the licensed professionals listed
9 as Defendants and Third-Party Defendants in this lawsuit.
10
11
12

13 **DATED** this 12th day of February, 2016.
14

15 **SHORALL MCGOLDRICK BRINKMANN**
16

17 By /s/ Tom Shorall, Jr.
18

19 Tom Shorall, Jr.
20

21 Jason J. Boblick
22

23 Attorneys for Defendants/Third-Party
24 Plaintiffs
25
26
27
28

The foregoing was filed using the Maricopa County Superior Court's electronic-filing system on this 12th day of February, 2016, and copies were MAILED this same date to:

Attorneys for Plaintiffs

/s/Emily Waldenberger

1 Shorall McGoldrick Brinkmann

2 1232 east missouri avenue

3 phoenix, az 85014

4 602.230.5400

5 602.230.5432 (fax)

6 smb@smbattorneys.com

7 Tom Shorall, Jr., #010456

8 Jason J. Boblick, #026507

9 Sarah N. Fern, #028901

10 Attorneys for Defendants/Third-Party Plaintiffs

11 **SUPERIOR COURT OF ARIZONA**

12 **MARICOPA COUNTY**

13 ROBERT LAURITZEN JR., an
14 unmarried man; DAVID and
15 CHRISTINE DUININCK, husband and
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CHRISTOPHER and LISA PARADIS,
husband and wife; JORGE and
VIRIDIANA QUINTEROS, husband
and wife; CHRISTOPHER and

Case No. CV2015-095670

Defendants/Third-Party Plaintiffs'
Demand for Jury Trial

(Assigned to the Honorable David
Talamante)

1 MEGAN SAVAGE, husband and wife;
2 MICHELLE RODDY, a single woman;
3 CHAD and ELIVA CAGLE, husband
4 and wife; ANDREW SERRANO, a
5 single man; JOANNE RANKIN, a
6 married woman as her sole and
7 separate property; STEPHEN
8 PARKER, a single man; BRENT
9 BARCENA, a single man, KEITH and
LINDA MEYER, husband and wife;
TYLER SLEZAK and WENDY
RATLIFF, a single man and woman,

10 Plaintiffs,

11 v.

12
13 WOODSIDE HOME SALES AZ, LLC
14 fka WOODSIDE TRAILS NORTH AT
HORSEMAN'S PARK, LLC., a
15 Delaware limited liability company,
WOODSIDE HOMES OF ARIZONA,
16 INC., an Arizona corporation and XYZ
17 ENTITIES, 1 through 5,

18 Defendants.

19
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HORSEMAN'S PARK, LLC., a
22 Delaware limited liability company,
WOODSIDE HOMES OF ARIZONA,
23 INC., an Arizona corporation and XYZ
24 ENTITIES, 1 through 5,

25 Third-Party Plaintiffs,

26 v.

27
28 ABI GROUP, LLC., an Arizona limited

1 liability company, ACME GRADING,
2 LLC., an Arizona limited liability
3 company, ALOHA GRADING, INC., an
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6 liability company, BELL CONCRETE,
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U.S.A. PLUMBING, INC., an Arizona
corporation, VW DIG, LLC., an Arizona
limited liability company, XO
WINDOWS, LLC., an Arizona limited
liability company,

1
2 **Third-Party Defendants.**
3

4 Defendants Woodside Home Sales AZ, LLC, formerly known as Woodside
5 Trails North at Horseman's Park, LLC, and Woodside Homes of Arizona, Inc.,
6 through undersigned counsel, give notice, pursuant to Rule 38(b), Ariz. R. Civ. P.,
7 that they demand a trial by jury of any issue triable of right by jury.
8

9 **DATED** this 12th day of February, 2016.
10

11 **SHORALL MCGOLDRICK BRINKMANN**
12

13 By /s/ Tom Shorall, Jr.
14

15 Tom Shorall, Jr.
16

17 Jason J. Boblick
18

19 Attorneys for Defendants/Third-Party
20 Plaintiffs
21
22
23
24
25
26
27
28

The foregoing was filed using the Maricopa County Superior Court's electronic-filing system on this 12th day of February, 2016, and copies were MAILED this same date to:

Attorneys for Plaintiffs

5

Liddy Legal Support Services

PO Box 2007, Phoenix, AZ 85001

63 E. Pennington St., #102, Tucson, AZ 85702

2700 Woodlands Village Blvd., #300-420, Flagstaff, AZ 86001

Phoenix 602-297-0676, Tucson 520-628-2824, Flagstaff 928-225-7737

Client File # 051-9260

Account # 0593

Invoice # 256209

Liddy # 187485-1

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

ROBERT LAURITZEN, JR., et al.,

Plaintiff(s),

vs

WOODSIDE HOMES SALES AZ, LLC., f/k/a

Woodside Trails N. at Horseman's Park, LLC., et al.,

Defendant(s).

AFFIDAVIT OF ATTEMPTED SERVICE BY PRIVATE PROCESS SERVER

Case No. CV2015-095670

STATE OF ARIZONA

County of Maricopa

On 2/26/16 I received a Summons; Defendant's Amended Answer to First Amended Complaint and Amended Third-Party Complaint; Defendant's/Third-Party Certificate Regarding Compulsory Arbitration; Defendant's/Third-Party Certificate Regarding Expert Testimony; and Defendant's/Third-Party Demand for Jury Trial, and in each instance I personally attempted to serve a copy of each document listed on those named below in the manner and at the time and place shown, that all attempts, except where noted were made within Maricopa County, Arizona.

Upon U.S.A. PLUMBING, INC., c/o RANDY GEHRTS, STATUTORY AGENT at 4713 E. Virginia St., Mesa, AZ 85215; on 3/4/16 at 10:53am, Randy Gehrts is not well, he is rarely in the office, he comes in every month or two, per Lorraine Gehrts. I asked for a telephone number to reach Mr. Gehrts and was told he does not have a phone; on 3/7/16 at 4:06pm, Randy Gehrts is not in the office, per Lorraine; on 3/8/16 at 9:32am, Randy Gehrts is not in the office. Sending back out for service to Arizona Corporation Commission, Authorized Agent.

Received from Shorall McGoldrick Brinkmann, (Jason J. Boblick #026507)

PROCESS SERVER: W.E. Swaim #0543

The undersigned states: That I am a certified private process server in the county of Maricopa and am an Officer of the Court.

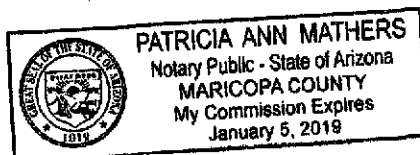
SIGNATURE OF PROCESS SERVER: *W.E. Swaim* Date: 3/11/2016

Item	Amount
Mileage	\$33.60
Affidavit/Notary	\$10.00

Subscribed and sworn before me on 3/11/2016

Patricia Ann Mathers

Patricia Ann Mathers



Notary Public
My Commission Expires
January 5, 2019

Tax ID# 90-0533870

Total \$43.60

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

User Id: MLEEBLAI
Invoice No.: 5007185

Check Batch:
Invoice Date: 03/11/2016
Date Received: 03/11/2016
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -0795825-8 U.S.A. PLUMBING, INC.	\$25.00
Total Documents: \$		25.00
	CHECK 0484	\$25.00
PAYMENT		
Balance Due: \$		0.00

Corporate Inquiry

03/11/2016

State of Arizona Public Access System

1:21 PM

File Number: -0795825-8

Corp. Name: U.S.A. PLUMBING, INC.

Domestic Address
4713 E VIRGINIA ST

Second Address

MESA, AZ 85215-9102

Agent: RANDY GEHRTS
Status: APPOINTED 02/02/1999
Mailing Address:
4713 E VIRGINIA ST

MESA, AZ 85215-9102

Agent Last Updated:

Business Type: CONSTRUCTION

Domicile: ARIZONA

County: MARICOPA

Corporation Type: BUSINESS

Life Period: PERPETUAL

Incorporation Date: 12/31/1996

Approval Date: 12/31/1996

Last A/R Received: 6 / 2015

Date A/R Entered: 07/07/2015

Next Report Due: 06/30/2016

Floyd Brown

