

**COMMISSIONERS**  
TOM FORESE – Chairman  
BOB BURNS  
DOUG LITTLE  
ANDY TOBIN  
BOYD DUNN



06097100

**PATRICIA L. BARFIELD**  
Director  
Corporations Division

**ARIZONA CORPORATION COMMISSION**

Date October 13, 2017

**GROWERS MARKET, INC**  
1400 W BASELINE RD  
PHOENIX, AZ 85041

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 10/10/2017 as agent for **GROWERS MARKET, INC:**

Case caption: **ALLIED PACKING CORPORATION v. GROWERS MARKET, INC etal,**  
Case number: **CC2017147613RC** Court: **MARICOPA COUNTY SOUTH MOUNTAIN JUSTICE COURT**

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

Sincerely,

  
Lynda B. Griffin  
Custodian of Records

Initials **MLB**  
File number **-0755496-2**

**COMMISSIONERS**  
TOM FORESE – Chairman  
BOB BURNS  
DOUG LITTLE  
ANDY TOBIN  
BOYD DUNN



**TED VOGT**  
Executive Director

**PATRICIA L. BARFIELD**  
Director  
Corporations Division

**ARIZONA CORPORATION COMMISSION**

**CERTIFICATE OF MAILING**

The undersigned person certifies the following facts:

On **October 10, 2017**, **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 **GROWERS MARKET, INC.**

Case caption: **ALLIED PACKING CORPORATION v. GROWERS MARKET, INC etal**,  
Case number: **CC2017147613RC**  
Court: **MARICOPA COUNTY SOUTH MOUNTAIN JUSTICE 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 type="checkbox"/> Other                       |  |

On **October 13, 2017**, 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:

**GROWERS MARKET, INC**  
**1400 W BASELINE RD**  
**PHOENIX, AZ 85041**

**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: **October 13, 2017**

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

A handwritten signature in cursive script that reads "Mary Lee Blair".

2025/11/11

1 Michael J. Fuller, Bar No. 009092  
2 Attorney at Law  
3 3030 North Third Street, Suite 200  
4 Phoenix, Arizona 85012  
5 Telephone: (602) 241-8599  
6 Facsimile: (602) 241-8597  
7 Attorney for Plaintiff

8 **SOUTH MOUNTAIN JUSTICE COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**  
10 **620 West Jackson Street**  
11 **Phoenix, Arizona 85003**

12 ALLIED PACKAGING CORPORATION,

Case No. C020171470BRL

13 Plaintiff,

14 vs.

SUMMONS

15 GROWER'S MARKET, INC. dba ABBY  
16 LEE FARMS AND QUALITY  
17 GROWERS,

18 Defendant.

19 FROM THE STATE OF ARIZONA TO:

20 **GROWER'S MARKET, INC. dba ABBY LEE FARMS AND QUALITY**  
21 **GROWERS**  
22 **NEAL BROOKS, STATUTORY AGENT**  
23 **4844 EAST TOMAHAWK TRAIL**  
24 **PARADISE VALLEY, ARIZONA 85253**

25 YOU ARE HEREBY SUMMONED and required to appear and defend, within  
26 the time applicable, in this action in this Court. If served within Arizona, you shall  
27 appear and defend within twenty (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

1 of legal process against it in this state, the insurer shall not be required to appear, answer  
2 or plead until expiration of forty (40) days after date of such service upon the Director.  
3 Service by registered or certified mail out of the State of Arizona is complete thirty (30)  
4 days after the date of filing the receipt and affidavit of service with the Court. Service  
5 by publication is complete thirty (30) days after the date of first publication. Direct  
6 service is complete when made. Service upon the Arizona Motor Vehicle  
7 Superintendent is complete thirty (30) days after filing the Affidavit of Compliance and  
8 return receipt or Officer's Return. **RCP 4; A.R.S. §§ 20-222, 28-502 and 28-503.**

9  
10 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and  
11 defend within the time applicable, judgment by default may be rendered against you for  
12 the relief demanded in the Complaint.

13  
14 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an  
15 Answer or proper response in writing with the Clerk of this Court, accompanied by the  
16 necessary filing fee, within the time required and you are required to serve a copy of any  
17 answer or response upon the Plaintiff's attorney. **RCP 10(d); A.R.S. § 12-311; RCP 5.**

18 The name and address of Plaintiff's attorney is:

19 Michael J. Fuller, Esq.  
20 3030 North Third Street, Suite 200  
21 Phoenix, Arizona 85012

22 SIGNED AND SEALED this date: 9/10/17

23  
24  
25 By:   
26  
27  
28

**NOTICE TO DEFENDANT: A lawsuit has been filed against you in justice court!**  
***You have rights and responsibilities in this lawsuit. Read this notice carefully.***

1. In a justice court lawsuit, individuals have a right to represent themselves, or they may hire an attorney to represent them. A family member or a friend may not represent someone in justice court unless the family member or friend is an attorney. A corporation has a right to be represented by an officer of the corporation, and a limited liability company ("LLC") may be represented by a managing member. A corporation or an LLC may also be represented by an attorney.

If you represent yourself, you have the responsibility to properly complete your court papers and to file them when they are due. The clerks and staff at the court are not allowed to give you legal advice. If you would like legal advice, you may ask the court for the name and the phone number of a local lawyer referral service, the local bar association, or a legal aid organization.

2. You have a responsibility to follow the Justice Court Rules of Civil Procedure ("JCRCP") that apply in your lawsuit. The rules are available in many public libraries, at the courthouse, and online at the Court Rules page of the Arizona Judicial Branch website, at <http://www.azcourts.gov/>, under the "AZ Supreme Court" tab.

3. A "plaintiff" is someone who files a lawsuit against a "defendant." You must file an answer or other response to the plaintiff's complaint in writing and within twenty (20) days from the date you were served with the summons and complaint (or thirty (30) day if you were served out-of-state.) If you do not file an answer within this time, the plaintiff may ask the court to enter a "default" and a "default judgment" against you. Your answer must state your defenses to the lawsuit. Answer forms are available at the courthouse, and on the Self-Service Center of the Arizona Judicial Branch website at <http://www.azcourts.gov/> under the "Public Services" tab. You may prepare your answer electronically at <http://www.azturbocourts.gov/>; this requires payment of an additional fee. You may also prepare your answer on a plain sheet of paper, but your answer must include the court location, the case number and the names of the parties. You must provide to the plaintiff a copy of any document that you file with the court, including your answer.

4. You may bring a claim against the plaintiff if you have one. When you file your answer or written response with the court, you may also file your "counterclaim" against the plaintiff.

5. You must pay a filing fee to the court when you file your answer. If you cannot afford to pay a filing fee, you may apply to the court for a fee waiver or deferral, but you must still file your answer on time.

6. You may contact the plaintiff or the plaintiff's attorney and try to reach an agreement to settle the lawsuit. However, until an agreement is reached you must still file your answer and participate in the lawsuit. During the lawsuit, the court may require the parties to discuss settlement.

7. Within forty (40) days after your answer has been filed, you and the plaintiff are required to provide a disclosure statement to each other. The disclosure statement provides information about witnesses and exhibits that will be used in the lawsuit. A party may also learn more about the other side's case through discovery. Read the Justice Court Rules of Civil Procedure for more information about disclosure statements and discovery.

8. The court will notify you of all hearing dates and trial dates. You must appear at the time and place specified in each notice. If you fail to appear at a trial or a hearing, the court may enter a judgment against you. To assure that you receive these notices, you must keep the court informed, in writing, of your current address and telephone number until the lawsuit is over.

RECEIVED  
DOWNTOWN JUSTICE COURT  
17 AUG 10 AM 11:16

1 Michael J. Fuller, Bar No. 009092  
2 Attorney at Law  
3 3030 North Third Street, Suite 200  
4 Phoenix, Arizona 85012  
5 Telephone: (602) 241-8599  
6 Facsimile: (602) 241-8597  
7 Attorney for Plaintiff

8  
9 **SOUTH MOUNTAIN JUSTICE COURT OF THE STATE OF ARIZONA**  
10 **IN AND FOR THE COUNTY OF MARICOPA**  
11 **620 West Jackson Street**  
12 **Phoenix, Arizona 85003**

13 ALLIED PACKAGING CORPORATION,

Case No.

002017147613RC

14 Plaintiff,

**COMPLAINT**

15 vs.

16 GROWER'S MARKET, INC. dba ABBY  
17 LEE FARMS AND QUALITY  
18 GROWERS,

19 Defendant.

20 Michael J. Fuller, attorney for Plaintiff, hereby alleges as follows:

21 1. Plaintiff Allied Packaging Corporation is an Arizona corporation doing  
22 business at 5640 South 16<sup>th</sup> Street, Phoenix, Arizona 85040.

23 2. Defendant Grower's Market, Inc. dba Abby Lee Farms and Quality Growers  
24 is an Arizona corporation doing business at 1150 West Baseline Road, Phoenix, Arizona  
25 85041.

26 3. The contract out of which this action arises was formed in Phoenix, Arizona,  
27 and Defendant has caused acts to occur in Phoenix, Arizona which are the subject of this  
28 action.

4. This Court has jurisdiction over this Complaint and venue is proper.

Count 1-Breach of Contract

1           5. Plaintiff incorporates by this reference Paragraphs 1 through 4 above as if  
2 stated in full.

3           6. On or about March 20, 2015, Plaintiff and Defendant entered into an  
4 agreement wherein Plaintiff agreed to provide Defendant with packaging goods, and  
5 Defendant agreed to compensate Plaintiff for such goods ("Agreement"). A true copy of  
6 the Agreement is attached hereto as Exhibit "1."

7           7. On or about July 26, 2016, Plaintiff provided packaging goods to Defendant as  
8 indicated on Plaintiff's account statement to Defendant, a true copy of which is attached  
9 hereto as Exhibit "2".

10           8. Plaintiff has fully performed the terms and conditions of the Agreement.

11           9. Defendant is in material breach of the Agreement by failing to make payment  
12 of the balance due to Plaintiff thereunder.

13           10. As of July 26, 2016, the aggregate remaining balance due of the Agreement  
14 was the liquidated sum of \$8,728.40 with interest accruing on the outstanding balance at  
15 the annual rate of 24% from such date until paid in full.

16           11. Pursuant to A.R.S. Section 12-341.01 and the Agreement, Defendant is liable  
17 for all reasonable attorney's fees and court costs incurred by Plaintiff in connection with  
18 this action. In the event of default, Plaintiff shall seek the sum of \$1,200 for its  
19 attorney's fees incurred herein.

20           Wherefore, Plaintiff prays for judgment against Defendant as follows:  
21

22           A. For the liquidated sum of \$8,728.40;

23           B. For interest on such amount at the rate of 24% per annum from July 26, 2016  
24 until paid in full;

25           C. For all attorney's fees and costs incurred by Plaintiff herein; and  
26

27           D. For such further relief as the Court deems proper.  
28



Count 2-Unjust Enrichment

12. Plaintiff hereby incorporates by this reference Paragraphs 1 through 11 above as if stated in full.

13. Defendant was enriched by Plaintiff in the sum of \$8,728.40 for packaging goods.

14. Plaintiff was impoverished by providing packaging goods to Defendant in the sum of \$8,728.40.

15. Plaintiff's impoverishment was a direct result of Defendant's enrichment.

16. Plaintiff has no adequate remedy at law against Defendant.

17. Defendant received packaging goods from Plaintiff which equity and good conscience demands compensation by Defendant to Plaintiff.

Wherefore, Plaintiff prays for judgment against Defendant as follows:

A. For the liquidated sum of \$8,728.40;

B. For interest on such amount at the rate of 5.25% per annum from the date of judgment until paid in full;

C. For all attorney's fees and costs incurred by Plaintiff herein; and

D. For such further relief as the Court deems proper.

DATED this 9<sup>th</sup> day of August, 2017.

By: 

Michael J. Fuller  
Attorney for Plaintiff

## **EXHIBIT "1"**



# Allied Packaging Corporation

P.O. Box 8010 Phoenix, AZ 85066-8010 Phone (602) 437-3831 Fax (602) 437-3938

## Credit Application

Salesperson: Terry Hadley

Business Name: Quality Growers  
 Billing Address: 1150 W. Baseline Rd. 85041  
 Ship-To Address: Same as above  
 Date Business Started or Purchased: 1975  
 Principle Business, Service or Product: Tomatoes, Cucumbers, Plank  
 Business Operated as: Corporation ☒ Partnership ☐ Proprietorship ☐  
 Federal I.D. #: 86-0804078  
 We are a Branch / Division / Subsidiary of: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Key Personnel: Owner / Mgr / President: \_\_\_\_\_  
 Purchasing Agent: \_\_\_\_\_  
 Other (please give name and title): \_\_\_\_\_  
 If business is a Proprietorship or Partnership, please show name, home address and phone # of owner(s):  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ SS# \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ SS# \_\_\_\_\_

Phone: 480 381 1074 Fax: \_\_\_\_\_  
 City: Phoenix State: AZ Zip: 85041  
 City: Phoenix State: AZ Zip: 85041  
 Property: Owned ☒ Leased ☐ Rented ☐  
 Bills Paid From: Local Office ☐ Main Office ☒  
 Social Security #: \_\_\_\_\_

**BANK REFERENCE (S):** I hereby authorize our Bank (s) Alliance Bank to release any information necessary to assist in establishing a line of credit:  
 Bank: Washington Federal Acct #: 0302000930 Phone: (811) 213 2265 / 480 998 6500  
 Contact: \_\_\_\_\_ Savings Acct #: \_\_\_\_\_  
 Address: 7373 N. Scottsdale Rd. City: Scottsdale Fax #: 480-951-7865 State: AZ Zip: 85253  
 Bank: \_\_\_\_\_ Acct #: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Savings Acct #: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

A service charge of 2% per month will be charged each month on all past due accounts. In the event a collection problem should occur, the applicant agrees to pay all finance, collection and service charges, court costs and reasonable attorney fees. In any litigation, the laws of the State of Arizona shall govern and jurisdiction shall be exclusively in the courts of the county of Maricopa, State of Arizona.

# Credit Application

Business Name

## CURRENT TRADE REFERENCES

1. Name: REZA / Rio Grande Materials  
City: Green Village State: AZ  
Address: 5026 S. 5TH AVE.  
Zip: 85339 Phone: (602) 721 6666  
Fax #: 602-237-3232
2. Name: NISSIM / Ziv Zivda (Trucks)  
City: Queen Creek State: AZ  
Address: 39596 N. Schnepp Rd.  
Zip: 85140 Phone: (480) 513 3125  
Fax #: 480-513-3194
3. Name: Paul Manganelli Diesel Contract Diesel Repair  
City: Green State: AZ  
Address: 6227 S. 7TH AVE  
Zip: 85339 Phone: (602) 237 0481  
Fax #: 602 237-8956 11:30
4. Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Fax #: \_\_\_\_\_

## Please complete: SHIPPING INSTRUCTIONS

### EQUIPMENT

PALLET JACK ONLY ☒

FORK LIFT ☒

NO EQUIPMENT ☐

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

### RECEIVING

STANDARD TRUCK DOOR ☐

RAMP TO GROUND LEVEL ☒

SIDE LOAD ☒

END LOAD ☒

APPOINTMENT NEEDED ☐

PHONE NUMBER: 480 381 1074

RECEIVING DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS OF SALE

Goods and services sold by Allied Packaging Corporation (Allied) are expressly subject to the terms and conditions set forth below. Any different or additional terms or conditions in Buyer's purchase order or similar communication are objected to and shall not be binding on Allied unless agreed to in writing by an Allied corporate officer. Buyer's acceptance of shipment or performance and/or payment for the goods and services constitutes acceptance of Allied's terms and conditions.

**PAYMENT TERMS:** A late payment service charge of 2 % per month (an annual percentage rate of 24%) shall be charged on all past due accounts and Buyer shall pay Allied all costs incurred in collecting any past due account from Buyer, including all court costs and attorney's fees, up to the highest allowable lawful rate. Payments must reference the invoice number to assure proper credit. Deductions, if any, must clearly indicate reason and reference Allied's credit memo or other supporting document(s).

**WARRANTIES:** Except as provided below, Allied makes no warranty of any kind, express or implied, except that the material sold hereunder shall be merchantable quality, and the Buyer assumes all risk and liability for results obtained by the use of the material, whether used singly or in combination with other products.

Credit Application (continued)

**STANDARD TERMS AND CONDITIONS OF SALE**

**CANCELLATION AND RETURNS:** Buyer may cancel an order by mutual agreement based upon payment to Allied of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without Allied's prior authorization. A restocking charge may apply on non-custom items. Barring extenuating circumstance and Allied approval, custom materials are NOT subject to return. NO returns shall be accepted following 30 days after delivery.

**LIMITATION OF LIABILITY:** Allied's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the invoice price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. This limitation of liability reflects a deliberate and bargained-for allocation of risks between Allied and Buyer and constitutes the basis of the parties' bargain, without which Allied would not have agreed to the price or terms of this contract. Allied shall not, under any circumstances, be liable for any labor charges without its prior consent.

Allied shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence) or other grounds for incidental, special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer for such damage. In addition, if Allied furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is required pursuant to this contract, the furnishing of the advice or assistance will not subject Allied to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**FORCE MAJEURE:** Allied shall not be liable for failure to deliver or for delay in delivery of performance due to (i) a cause beyond its reasonable control, (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. If such delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

**CHANGES IN BUYER'S FINANCIAL CONDITION:** Allied reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Allied in the event of (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. Allied reserves the right to suspend its performance until payment or adequate assurance of performance has been received. Allied also reserves the right to extend credit or to cancel Buyer's credit at any time for any reason. Buyer agrees to provide Allied with an updated credit application on request as a condition for the continued extension of credit. If there is any change in Buyer's business or if substantially all of Buyer's assets are being sold, Buyer will notify Allied of such sale and Allied will have a lien on all Buyer's assets and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Allied. Buyer grants Allied a security interest in and to any and all goods and materials and proceeds thereof, relating to goods sold to Buyer. Allied shall have all the rights of a secured party as provided by the Universal Commercial Code. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. Buyer willingly grants Allied the right to arrange to pick up merchandise (within a 48 hour period) specifically related to material that has not been paid for on delinquent invoices. Buyer will cooperate fully in order to receive offsetting credit on account.

**ASSIGNMENT OR TRANSFER:** Buyer may not assign or transfer any order, in whole or in part, without the written consent of Allied.

**ELECTRONIC PAYMENTS:** Any sending bank fees associated with wire transfers or ACH transactions are the responsibility of the Buyer and are NOT to be deducted from Buyer's payment to Allied.

**GENERAL:** All orders are subject to acceptance by Allied. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.

The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them, and agree to arbitrate by a single arbitrator in the city of Phoenix, AZ. Judgment upon the arbitration award shall be final, binding, and conclusive upon the parties and may be entered in any court having jurisdiction. The parties also agree that the prevailing party in any Claim shall be entitled to recover court costs, disbursements, expenses, and reasonable attorney's fees from the other party.

I hereby certify that the above information is true in all respects, and I agree to the Standard Terms and Conditions of Sale on pages 2 and 3.

**TRADE REFERENCES:** See list of current trade references on page 2.

Date:

3/20/15

Signature and Title:

Neal Brooks

Neal Brooks, President

**EXHIBIT "2"**



# Allied Packaging Corporation

P.O. Box 8010 Phoenix, AZ 85006-8010 Phone (602) 437-3831 Fax (602) 437-3838

## I N V O I C E

INVOICE #	CUSTOMER NAME	CUSTOMER #	INVOICE DATE
432113	ABBY LEE FARMS - QUAL. GROWERS	ABBLEE	7/26/2016

S O L D T O  
S H I P  
ABBY LEE FARMS - QUAL. GROWERS  
1150 W BASELINE RD  
PHOENIX, AZ 85041-7017  
PHOENIX, AZ 85041

INVOICE DATE	CUSTOMER PO #	SALESMAN	SHIP VIA	F.O.B.	SO DELIVERY #
7/26/2016		28	BEST	DESTINATION	376380

ORDERED	SHIPPED	UNIT	ITEM	DESCRIPTION	PRICE	AMOUNT
150.000	122.500	M	280613B	ABBY LEE FARMS MINI CUCUMBERS	138.00	16,905.00
				243133		

SUB TOTAL 16,905.00  
FREIGHT 0.00  
TAX 0.00  
INVOICE TOTAL 16,905.00

A FINANCE CHARGE OF 2% PER MONTH, WHICH IS AN ANNUAL RATE OF 24% WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. ALL COSTS OF COLLECTION AND ATTORNEY'S FEES WILL BE ADDED HERETO IN THE EVENT AN ATTORNEY'S SERVICES ARE REQUIRED IN COLLECTION OF THIS INVOICE.

MICHAEL J. FULLER ATTORNEY AT LAW  
MICHAEL J. FULLER, ESQ.  
STATE Bar # 009092  
3030 NORTH THIRD STREET SUITE 200  
PHOENIX, AZ 85012  
(602)241-8599  
ATTORNEY FOR THE PLAINTIFF

IN THE SOUTH MOUNTAIN JUSTICE COURT  
MARICOPA COUNTY, STATE OF ARIZONA  
620 West Jackson Street, Phoenix AZ 85003 602-372-6300

ALLIED PACKAGING CORPORATION,

PLAINTIFF

vs

GROWER'S MARKET, INC. DBA ABBY  
LEE FARMS AND QUALITY GROWERS,

DEFENDANT

NO. CC2017147613RC

CERTIFICATE OF  
ATTEMPTED SERVICE BY  
PRIVATE PERSON

ASSIGNED TO THE HONORABLE  
JUDGE:

STATE OF ARIZONA ) ss.  
County of Maricopa )

The undersigned, being first duly sworn, states:

1. That I am fully qualified, pursuant to RCP 4(d), to serve process in this cause:
2. That on 08/25/2017 I received the following documents:

- a) SUMMONS & COMPLAINT
- b) NOTICE TO DEFENDANT(S); J.C.T.R.CIV.P., R.112(D), 148(B)(2)
- c)
- d)
- e)
- f)
- g)
- h)
- i)
- j)
- k)
- l)

Track Down, Inc.  
P.O. Box 33020  
Phoenix, AZ 85067  
(602) 252-8521

Client ID No.....: GROWER'S  
Field Report No.: 2141455 (v4.31)



3. That the person served does not have any military obligations, except as noted below.
4. That if this is an affidavit of posting of a trustee's sale, a due and diligent effort to ascertain whether or not trustors are affiliated with the military service was done, and no one could be found at the posting location who had knowledge of the trustors except as noted below.
5. That I personally served copies of the above documents, on the person at the time, place and manner as follows:

#### ATTEMPTED SERVICE

Upon Grower's Market, Inc., by attempting service on Neal A Brooks, Statutory Agent, at 4844 E Tomahawk Trail, Paradise Valley AZ 85253. Attempts were made: 8/29 at 7:50 PM, 8/30 at 7:00 AM, 9/2 at 7:45 PM, 9/5 at 7:15 AM, and 9/7 at 7:00 AM and 7:50 PM. There was activity within on multiple attempts but occupants refused to answer the door. Cards were left with no contact. The address was verified for Mr. Brooks by the Assessor's office as well as a neighbor at 4848. Service was attempted at 1400 W Baseline Rd, Phoenix AZ 85041. On 9/15 at 4:30 PM, 9/22 at 1:05 PM, and 9/28 at 4:54 PM, I was advised Mr. Brooks is out of town with no return date. Cards were left with no contact from the Agent. Service will be made on ACC.

0 Document(s)	
served:	\$0.00
0 W/G(s)	
served:	\$0.00
0 Sales Notices	
posted:	\$0.00
29 Miles:	\$69.60
Min. Miles Total	\$0.00
Document Prep.Fee	\$10.00
Witness Fee	\$0.00
Filing Fee	\$0.00
Additional Cost	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$79.60

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

Executed on:

Thursday the 05th Day of October, 2017

\_\_\_\_\_  
 Harry Torres #8594  
 Certified in MARICOPA County

Track Down, Inc.  
 P.O. Box 33020  
 Phoenix, AZ 85067  
 (602) 252-8521

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

User Id: MLEEBLAI  
Invoice No.: 5500414

Check Batch:  
Invoice Date: 10/10/2017  
Date Received: 10/10/2017  
Customer No.:

ATTN:  
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS -0755496-2 GROWERS MARKET, INC.	\$25.00
Total Documents: \$		25.00
	CHECK 9457	\$25.00
PAYMENT		
Balance Due: \$		0.00

Corporate Inquiry

10/10/2017

State of Arizona Public Access System

2:15 PM

File Number: -0755496-2

Corp. Name: GROWERS MARKET, INC.

Domestic Address  
1400 W. BASELINE RD

PHOENIX, AZ 85041

Second Address

Agent: NEAL A BROOKS  
Status: APPOINTED 10/29/2008  
Mailing Address:  
4844 E TOMAHAWK TRL

PARADISE VALLEY, AZ 85253  
Agent Last Updated: 11/12/2008

Business Type: AGRICULTURE

Domicile: ARIZONA  
County: MARICOPA  
Corporation Type: PROFIT  
Life Period: PERPETUAL  
Incorporation Date: 10/04/1995  
Approval Date: 10/04/1995  
Last A/R Received: 11 / 2017  
Date A/R Entered: 09/06/2017  
Next Report Due: 11/04/2018

NO CORPORATIONS RECORD FOUND FOR THIS FILE NUMBER. (A010)

JILL SLAWN