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COPY
DEC 28 2007
MICHAEL K. JAMES CLERK
A. WALKER, DEPUTY CLERK

8 SUPERIOR COURT OF THE STATE OF ARIZONA

9 IN AND FOR THE COUNTY OF MARICOPA

CV2007-023536

10 JOAN KIRSCH; individually and on
11 behalf of the class members at the Anthem
and; and ROE HOMEOWNERS 1
12 through 9500;

13 Plaintiffs,

14 v.

15 DEL WEBB COVENTRY HOMES,
16 INC., an Arizona Corporation; ANTHEM
ARIZONA, LLC, an Arizona limited
17 liability company; PULTE HOME
CORPORATION, an Illinois corporation;
18 DEL WEBB'S COVENTRY HOMES
CONSTRUCTION CO., an Arizona
corporation, and DOES 1 through 100,
inclusive,

19 Defendants.

CASE NO.:
DEPT. NO.:

COMPLAINT FOR:

1. BREACH OF EXPRESS WARRANTIES
2. BREACH OF IMPLIED WARRANTIES

20 Plaintiff JOAN KIRSCH, individually and on behalf of the class members at Anthem,
21 and ROE HOMEOWNERS 1 through 9500, by and through their attorneys Feinberg Grant
22 Mayfield Kaneda & Litt, LLP, and for their causes of action against Defendants, and each of
23 them, alleges as follows:

24 1. Plaintiff is now, and at all times mentioned was, the owner of a home located at
25 41516 North Mill Creek Way, within the planned community development commonly known
26 as "Anthem", in the County of Maricopa, Arizona as more specifically defined in this
27 Complaint.

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1 2. A class action is alleged pursuant to Arizona Rules of Civil Procedure Rule 23.
2 The class consists of all owners of homes within the Anthem community. Plaintiff brings this
3 action as a class action, as a representative of all individuals who own one or more homes in the
4 Anthem community in Maricopa County, Arizona.

5 a. Plaintiff alleges that the class, consisting of the owners of
6 approximately 9,500 homes, is so numerous that joinder of all
7 homeowners individually would be impractical and that disposition
8 of their claims in a representative suit is a benefit to all of the
9 parties and to the Court.

10 b. Plaintiff has a well defined community of interest in that common
11 questions of fact exist and are common as to each member of the
12 class. The common questions of law and fact predominate over
13 any questions affecting solely individual members and the claims
14 alleged by Plaintiff are representative of those claims which could
15 be alleged by such members of the class.

16 c. Plaintiff's claims are typical of the claims of the class members.
17 Plaintiff and all members of the class sustained damages as a result
18 of Defendants' conduct alleged in this complaint.

19 d. Plaintiff alleges that the prosecution of separate actions by
20 individual members of the class would create a risk of inconsistent
21 or varying adjudications with respect to the individual members of
22 the class which would establish incompatible standards of conduct
23 by the parties opposing the class, and adjudication with respect to
24 the individual members of the class would be dispositive of the
25 interest of other members not parties to the adjudications, or would
26 substantially impair or impede their ability to protect their interests.

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- 1 e. The class representative, JOAN KIRSCH, is a resident of Maricopa
2 County, is an owner of a home in Anthem, has a typical claim as a
3 member of the class and was damaged by the acts and practices of
4 the Defendants.
- 5 f. This individual will fairly and adequately protect the interest of the
6 class, as she is an owner of a home within the Anthem community,
7 and was damaged by the acts and practices of Defendants, and each
8 of them. The class representative has no conflict with the other
9 homeowners in the Anthem community with respect to the claims
10 alleged and has retained competent and experienced counsel to
11 represent her.
- 12 g. The members of the class are easily located and identified in
13 Anthem as they all belong to homeowners associations that
14 maintain and record the names and addresses of the individuals
15 who own homes at Anthem.
- 16 h. A class action is superior to the other available methods for the fair
17 and efficient adjudication of this controversy. There is no plain,
18 speedy, or adequate remedy other than maintenance of this class
19 action. Plaintiff knows of no difficulty that will be encountered in
20 the management of this litigation which would preclude its
21 maintenance as a class action.

22 3. Plaintiff brings this action as a class action on her own behalf and on behalf of all
23 persons similarly situated. The class which Plaintiff seeks to represent is composed of owners
24 of homes within Anthem, with the defective plumbing pipes, systems and devices described in
25 this Complaint and, together with the Plaintiff, are herein collectively referred to as the "Anthem
26 Homeowner Class" or "Plaintiffs".

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1 4. Because the class consists of the owners of approximately 9,500 homes, the
2 members of the Anthem Homeowner Class are so numerous that joinder of all members of the
3 class is impractical. The disposition of the class members' rights with respect to the alleged
4 defects, as described in this Complaint, is a benefit to all the parties and to the Court. All of the
5 class members own homes within Anthem as defined here, and each home contains a defective
6 plumbing system proximately caused by the actions and omissions of Defendants, as alleged in
7 this Complaint.

8 5. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy. Since the damages suffered by many individual Anthem
10 Homeowner Class members may be relatively small, albeit significant, the expense and burden
11 of individual litigation makes it impractical for most Anthem Homeowner Class members to
12 individually seek redress for the wrongful conduct alleged.

13 6. Plaintiffs are informed and believe, and thereon allege, that at all times herein
14 mentioned, Defendant DEL WEBB COVENTRY HOMES, INC., an Arizona Corporation, was
15 engaged and doing business in Maricopa County, Arizona, including but not limited to
16 development, construction, improvement, and/or sale of the Anthem community.

17 7. Plaintiffs are informed and believe, and thereon allege, that at all times herein
18 mentioned, Defendant ANTHEM ARIZONA, LLC, an Arizona limited liability company, was
19 engaged and doing business in Maricopa County, Arizona, including but not limited to
20 development, construction, improvement, and/or sale of the Anthem community.

21 8. Plaintiffs are informed and believe, and thereon allege that, at all times herein
22 mentioned, Defendant PULTE HOME CORPORATION, an Illinois corporation, was engaged
23 and doing business in Maricopa County, Arizona, including but not limited to development,
24 construction, improvement, and/or sale of the Anthem community.

25 9. Plaintiffs are informed and believe, and thereon allege that, at all times herein
26 mentioned, Defendant DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., an
27 Arizona corporation, was engaged and doing business in Maricopa County, Arizona, including
28 but not limited to development, construction, improvement, and/or sale of the Anthem

1 community.

2 10. Defendant DOES 1 through 100, inclusive, whether individual, corporate,
3 associate or otherwise are sued by these fictitious names and whose true names and capacities,
4 at this time, are unknown to Plaintiffs. Plaintiffs are informed and believe and thereon allege
5 that at all times herein mentioned each of the Defendants sued herein as DOES 1 through 100
6 was the agent, servant, and employee of his, her or its co-Defendants, and in doing the things
7 herein mentioned was acting in the scope of his, her or its authority as such agent, servant, and
8 employee, and with the permission, consent and/or ratification of his, her or its co-Defendants;
9 and that each of said fictitiously named Defendants, whether an individual, corporation,
10 association, or otherwise, is in some way liable or responsible to the Plaintiffs on the facts
11 alleged, and proximately caused the injuries and damages alleged. At such time as Defendants'
12 true names become known to Plaintiffs, Plaintiffs will amend this Complaint to insert said true
13 names and capacities.

14 11. Plaintiffs allege on information and belief that certain acts, omissions, events,
15 transactions, and damages of which Plaintiffs are currently unaware, proximately caused the
16 damages which Plaintiffs seek to recover in this action. Plaintiffs will seek leave to amend this
17 Complaint to allege such acts, omissions, events, transactions, and damages when they are
18 ascertained.

19 12. Plaintiffs are informed and believe, and thereon allege, that Defendants DEL
20 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
21 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., and DOES
22 1-100, were, and at all times herein mentioned are, engaged in the mass production of homes,
23 condominiums and appurtenances for sale and use by members of the general public, and that
24 Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE
25 HOME CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and
26 DOES 1-100, and each of them, participated in the development, construction and/or sale of the
27 residences, appurtenances, and improvements for the Anthem community.

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1 13. Plaintiffs are informed and believe, and thereon allege, that Defendants DEL
2 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
3 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES
4 1-100, as developers, sellers and/or builders developed the Anthem community and subject
5 residential structures, which structures were intended to be used as residential dwellings; that
6 at all times herein mentioned, said Defendants and DOES 1-100 acted as developers of the
7 Anthem community for the purpose set forth herein.

8 14. Plaintiffs are informed and believe and thereon allege that Defendants DEL
9 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
10 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES
11 1-100, as developers, sellers and/or builders of the Anthem community, knew that the homes,
12 appurtenances, and structures would be sold to and be used by members of the general public
13 for the purpose of residences and said Defendants knew, or reasonably should have known, that
14 the persons who would purchase said units would do so without inspection for the defects set
15 forth herein.

16 15. Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA,
17 LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES
18 CONSTRUCTION CO. and DOES 1-100, at all times herein mentioned, were and are
19 merchants with respect to the subject Anthem community and said Defendants, and each of
20 them, impliedly warranted the workmanship and the habitability of the structure with regard to
21 the plumbing pipes, systems and devices in each residence.

22 16. Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA,
23 LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES
24 CONSTRUCTION CO. and DOES 1-100, as developers, mass-developers, mass-constructors
25 and mass-producers of the Anthem community are liable and responsible to Plaintiffs for all
26 damages suffered as a result of the deficiencies set forth herein.

27 17. Plaintiffs have discovered that the Anthem community has been and is
28 experiencing damages resulting from defective construction and installation of unsleeved copper

1 plumbing pipes, systems and devices, and that said components were not designed, located,
2 constructed or installed in a workmanlike manner but instead, are defective and, as now known,
3 the subject components demonstrate improper, nonexistent, and/or inadequate design,
4 construction, location, and/or installation. Plaintiffs are informed and believe and thereon
5 allege that the plumbing pipes, systems and devices may be additionally defective in ways and
6 to an extent not precisely known, but which will be established at the time of trial, according
7 to proof.

8 18. Plaintiffs are informed and believe and thereon allege that the defects generally
9 referred to and particularly described here were latent deficiencies and defects that arose out of,
10 were attributable to, and are directly and proximately caused by the above-described
11 deficiencies in the design, specifications, planning, supervision, observation of construction,
12 construction, installation, development and/or improvement of the subject premises and subject
13 structures. Plaintiffs, at all times here mentioned, relied on the skill of Defendants DEL WEBB
14 COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION,
15 DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, in producing
16 homes and appurtenances thereto that were reasonably fit for their intended purpose.

17 19. Plaintiffs are informed and believe, and thereon allege, that Defendants DEL
18 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
19 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and Does 1-
20 100, as developers, sellers and/or builders of homes and condominiums in the Anthem
21 community, knew or should have known that homes constructed with unsleeved, under slab
22 copper plumbing systems were defective and had failed or would fail prematurely without
23 warning unless mitigation measures were taken to prevent future failures. Between early 1996
24 through November 15, 2002, Del Webb repaired over 457 premature failures of unsleeved,
25 under slab copper plumbing systems in Sun City Summerlin, Nevada.

26 20. Plaintiffs are still not fully aware of all of the causes, the full extent and possible
27 legal significance of the results or causes of the property conditions described above due to the
28 loss being continual and latent in nature. Plaintiffs are lay individuals who have required expert

1 consultations to provide a review of the property conditions. Plaintiffs are still not informed of
2 the full extent of these latent deficiencies due to the loss being continual and latent in nature.

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendants DEL
4 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
5 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES
6 1-100, did construct and market said homes and appurtenances with knowledge of the defects
7 in the construction of the Anthem community, the deficiencies in design, specifications,
8 planning, supervision, observation of construction, construction, installation, development
9 and/or improvement thereof or, in disregard of the defective conditions, which through the use
10 of reasonable diligence should have been known.

11 22. Plaintiffs are informed and believe, and thereon allege, that the defects described
12 above arose out of, were attributable to, and are directly and proximately caused by the
13 described deficiency in the design, specification, planning, supervision, observation of
14 construction, development and/or improvement of the Anthem community.

15 **FIRST CAUSE OF ACTION**

16 **(Breach of Express Warranties Against Defendants**
17 **DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC,**
18 **PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES**
19 **CONSTRUCTION CO. and DOES 1-100)**

20 23. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22,
21 inclusive, of the Complaint as though fully set forth here.

22 24. Plaintiffs are informed and believe and thereon allege that Defendants DEL
23 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
24 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES
25 1-100, expressly warranted through sales brochures of the subject premises, related advertising
26 circulars and materials; and through the contracts of sale and related sales warranty information
27 regarding the subject premises, that the Anthem Community was designed and constructed in
28 a reasonable and habitable manner when Defendants DEL WEBB COVENTRY HOMES, INC.,
ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION, INC., DEL WEBB'S

1 COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, offered the residences and
2 appurtenances of the Anthem community for sale to the general public for use as residences.

3 25. Plaintiffs relied on the express representations by Defendants DEL WEBB
4 COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION,
5 DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, that their
6 homes and appurtenances they marketed for sale to the general public, were of workmanlike
7 quality, suitable for their intended purpose, without major, significant defective conditions, un-
8 remedied or unrepaired by said Defendants.

9 26. Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA,
10 LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES
11 CONSTRUCTION CO. and DOES 1-100, breached these express warranties by selling the
12 homes and appurtenances in the Anthem community with the deficiencies described above in
13 the design, specification, planning supervision, observation of construction, development and/or
14 improvement of the Anthem community.

15 27. As a direct and proximate result of the breach of the express warranties by
16 Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE
17 HOME CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and
18 DOES 1-100, as alleged above, Plaintiffs have suffered damages stemming from the failure of
19 the plumbing pipes, systems and devices as set forth.

20 28. Plaintiffs are informed and believe, and thereon allege, that as a direct and
21 proximate result of the breaches set forth herein, Plaintiffs have suffered damages in an amount
22 not precisely known, but believed to be within the jurisdiction of this Court and that it has been
23 and will hereafter be required to perform investigations and works of repair, restoration, and
24 construction to the plumbing pipes, systems and devices to prevent further damage and to
25 restore the structures to their proper condition and/or will suffer damages in an amount the full
26 nature and extent of which shall be ascertained according to proof at trial.

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1 SECOND CAUSE OF ACTION

2 (Breach of Implied Warranties Against Defendants
3 **DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC,**
4 **PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES**
5 **CONSTRUCTION CO. and DOES 1-100)**

6 29. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 28,
7 inclusive, of the Complaint as though fully set forth herein.

8 30. At all times mentioned, Defendants DEL WEBB COVENTRY HOMES, INC.,
9 ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY
10 HOMES CONSTRUCTION CO. and DOES 1-100, each of them, were engaged in large-scale
11 manufacture, production, development, importation, supply, distribution, installation and/or
12 construction of buildings, lots, condominiums, and single family homes and/or works of
13 improvement, for sale to and use by members of the general public. As part of their business,
14 Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE
15 HOME CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and
16 DOES 1-100, prepared, produced, developed, manufactured, imported, supplied, distributed,
17 installed and/or constructed the plumbing pipes, systems and devices in the Anthem community.

18 31. Plaintiffs purchased homes in Anthem community which were developed,
19 constructed, manufactured, and /or sold by Defendants DEL WEBB COVENTRY HOMES,
20 INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION, DEL WEBB'S
21 COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100. In making these purchases,
22 Plaintiffs relied upon Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM
23 ARIZONA, LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES
24 CONSTRUCTION CO. and DOES 1-100, ability to produce the plumbing system within the
25 homes which would be reasonably fit for its intended purpose. Thereafter, Plaintiffs took
26 possession of their homes.

27 32. At the time of construction and purchase of the homes and at the time the
28 plumbing systems or plumbing were installed and materials left Defendants DEL WEBB
COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION,

1 DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, control, the
2 plumbing systems were defective and failed, or would fail, to meet the expected life span of an
3 appropriately manufactured and constructed plumbing system, to wit: the pipes and other related
4 plumbing systems and devices were manufactured and installed in such a defective manner that
5 they corroded, failed and leaked which has caused or will cause the plumbing system in each
6 residence to become unusable and not fit for their intended purpose.

7 33. Defendants DEL WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA,
8 LLC, PULTE HOME CORPORATION, DEL WEBB'S COVENTRY HOMES
9 CONSTRUCTION CO. and DOES 1-100, and each of them, impliedly warranted that the
10 subject homes were designed and constructed in accordance with applicable law, according to
11 sound standards of engineering and construction, in a reasonable, habitable and workmanlike
12 manner and free from defective materials and workmanship when said Defendants DEL WEBB
13 COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION,
14 DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, offered
15 subject homes for sale to the general public as new construction.

16 34. Plaintiffs are informed and believe and thereon allege that the subject homes and
17 subject premises were not constructed in accordance with applicable law or according to sound
18 standards of engineering and construction, were not constructed in a workmanlike manner, were
19 not free from defective materials, and were not of proper durability, reliability, habitability,
20 merchantability, and/or general quality and not fit for their intended use.

21 35. As a direct and proximate result of the wrongful conduct of Defendants DEL
22 WEBB COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME
23 CORPORATION, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES
24 1-100, and the defects, Plaintiffs have suffered and will continue to suffer loss, damage and
25 expense, including but not limited to the following:

- 26 a. For the cost of repair and replacement of the plumbing pipes, systems and
27 devices within said residences for which Plaintiffs have suffered or will
28 suffer damages in an amount the full nature and extent of which shall be

ascertained according to proof at trial;

b. For lost or diminished rental income which is the legal/proximate consequence of the construction defects, including but not limited to those specified, for which Plaintiffs have suffered and/or will suffer damages, the full nature and extent of which shall be ascertained according to proof at trial;

c. For loss of use which is the legal/proximate consequence of the construction defects, including but not limited to those specified, for which Plaintiffs have suffered and/or will suffer damages, the full nature and extent of which shall be ascertained according to proof at trial

d. For diminution in value which is the legal/proximate result of the plumbing defects involving structural damages, including but not limited to those specified herein, and for which Plaintiffs have suffered and/or will suffer damages in an amount, the full nature and extent of which shall be ascertained according to proof at trial;

e. For relocation costs and related costs when repairs are effectuated, which is the legal/proximate consequence of the construction defects, including but not limited to those specified, for which Plaintiffs have suffered and/or will suffer damages the full nature and extent of which shall be ascertained according to proof at trial;

f. For the costs of expert investigation, redesign and reconstruction of the plumbing pipes, systems and devices, to ascertain the nature and extent of the plumbing defects, evaluate appropriate corrective measures, to estimate the cost of repair; and to estimate the value of loss of use, cost of temporary housing and the reduction of market value of the residence, including but not limited to those set forth, and for which Plaintiffs have suffered and/or will suffer damages in an amount the full nature and extent of which shall be ascertained according to proof at trial;

- 1 g. For attorneys fees and court costs incurred in connection with the
2 prosecution of this action, the full nature and extent of which shall be
3 ascertained according to proof at trial.; and
4 h. For additional damages of which Plaintiffs are presently unaware. The
5 Plaintiffs will seek leave to amend the Complaint to allege the precise
6 amount of damages when they have been ascertained.

7 **WHEREFORE**, Plaintiffs pray for judgment against Defendants DEL WEBB
8 COVENTRY HOMES, INC., ANTHEM ARIZONA, LLC, PULTE HOME CORPORATION,
9 DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO. and DOES 1-100, as follows:

- 10 1. For general and special damages in excess of \$10,000.00;
11 2. For costs of suit herein, including reasonable attorneys', accountants' and
12 experts' fees;
13 3. For pre-judgment and post-judgment interest; and
14 4. For such other and further relief as the Court deems just and proper.

15 DATED this 20th day of December, 2007.

16 **FEINBERG GRANT MAYFIELD**
17 **KANEDA & LITT, LLP**

18 By: 

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