

ELECTRONICALLY FILED

Superior Court of California,
County of Orange

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Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

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21 Attorneys for Plaintiff KAMAL ALI and ZAINAB ALI,
22 on behalf of themselves and all others similarly situated

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

25 KAMAL ALI, an individual; and ZAINAB
26 ALI, an individual; JOHN TORPHY, an
27 individual, and ELIZABETH TORPHY, an
28 individual (as Trustees of the JOHN C.
TORPHY AND ELIZABETH M. TORPHY
TRUST DATED 5/5/2004); on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

WARMINGTON RESIDENTIAL
CALIFORNIA, INC., a Corporation;
REBCO COMMUNITIES, INC. f/k/a
WARMINGTON HOMES CALIFORNIA,
INC., a Corporation; PLUMBING
CONCEPTS, INC., a Corporation;
MUELLER INDUSTRIES, INC., a
Corporation; and DOES 1-100,

Defendants.

CASE NO. 30-2013-00689593-CU-CD-CXC
Assigned for all purposes to:
Judge Thierry Patrick Colaw
Dept. CX-105

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

Complaint Filed: 11/21/13

1 REBCO COMMUNITIES, INC. f/k/a
2 WARMINGTON HOMES CALIFORNIA,
INC., a Corporation,

3 Cross-Complainant,

4 vs.

5 ROBBINS PLUMBING AND HEATING,
6 INC., a Corporation, and ROES 1-100,
inclusive,

7 Cross-Defendants.

8

AND RELATED CROSS-ACTION.
9

10 Plaintiffs KAMAL ALI and ZAINAB ALI, and JOHN TORPHY and ELIZABETH
11 TORPHY, (as Trustees of the JOHN C. TORPHY AND ELIZABETH M. TORPHY TRUST
12 DATED 5/5/2004) on behalf of themselves and all others similarly situated (“Plaintiffs”), are
13 informed, believe and allege as follows:

14 **INTRODUCTION**

15 1. This is a class action addressing solely the incorporation of a single defective
16 component (copper pipe) into a residence, thus exempting Plaintiffs (and the named and unnamed
17 class members) pursuant to Civil Code section 931 from complying with the pre-litigation
18 procedures specified in Division 2, Part 2, Title 7, Chapter 4. Plaintiffs seek damages and other
19 relief on behalf of all similarly-situated homeowners in Ladera Ranch, California, whose homes
20 were built by Defendants WARMINGTON RESIDENTIAL CALIFORNIA, INC., and REBCO
21 COMMUNITIES, INC. f/k/a WARMINGTON HOMES CALIFORNIA, INC. (collectively
22 “Warmington”), who have suffered damage because of owning homes with a defective component,
23 to wit, copper pipe. The copper pipe at issue is defective, and damages Plaintiffs’ and class
24 members’ homes in violation of the standards of residential construction set forth in California
25 Civil Code §895, et seq.

26 2. The homes at issue are located in Ladera Ranch, Orange County, including but not
27 limited to, homes in the 92694 zip code (the “Class Area”). Plaintiffs are informed and believe,
28 and on that basis allege, that the copper pipe utilized was defective for the water conditions in the

1 Class Area.

2 3. The homes have in common a serious defect, namely the incorporation of defective
3 copper pipe instead of stronger resistive pipe.

4 4. Plaintiffs bring this action to seek redress on behalf of the following class:
5 All homeowners in the Class Area whose residences contain
6 copper pipe, were constructed by Warmington and substantially
7 completed within ten (10) years of the filing of the original
8 complaint in this action, and the original purchase agreements
9 were signed by the builder on or after January 1, 2003.

8 THE PARTIES

9 5. Plaintiffs Kamal and Zainab Ali are individuals and residents of Ladera Ranch,
10 California, whose principal residence is located at 4 Tranquility Place, Ladera Ranch, California
11 92694.

12 6. Plaintiffs John and Elizabeth Torphy (as Trustees of John C. Torphy & Elizabeth
13 M. Torphy Trust dated 5/5/2004) are individuals and residents of Ladera Ranch, California, whose
14 principal residence is located at 7 Anapamu Street, Ladera Ranch, California 92694.

15 7. Plaintiffs' and the class members' homes at issue in this action are all residences in
16 Ladera Ranch, California, including but not limited to, homes in the 92694 zip code, that contain
17 or contained copper pipe, were substantially completed within ten (10) years of the filing of the
18 original complaint in this action, whose original purchase agreements were signed by the builder
19 on or after January 1, 2003, and are collectively referred to herein as the "Subject Homes."

20 8. Plaintiffs are informed and believe and based thereon allege that at all times
21 relevant, defendant Warmington Residential California, Inc. was or is a business entity engaged in
22 business in the State of California.

23 9. Plaintiffs dismissed Warmington Residential California, Inc. without prejudice
24 based on Defendant's representation of Non-Involvement in the building of homes in the area
25 (Ladera Ranch) at issue in this lawsuit. Defendant REBCO Communities Inc. f/k/a Warmington
26 Homes California, Inc. was doed in based on Defendant's representations. Howevr, it was agreed
27 that Plaintiffs could rename Warmington Residential California, Inc. at their discretion, and that all
28 statutes of limitations were tolled. Plaintiffs herein rename Warmington Residential California,

1 Inc. as a defendant in this matter.

2 10. Plaintiffs are informed and believe and based thereon allege that at all times
3 relevant, defendant REBCO Communities Inc. f/k/a Warmington Homes California, Inc. was or is
4 a business entity engaged in business in the State of California.

5 11. After being named as a defendant, REBCO Communities Inc. f/k/a Warmington
6 Homes California, Inc. declared Chapter 7 Bankruptcy. However, the Bankruptcy Court granted
7 Plaintiffs' request for relief from the Bankruptcy Stay on August 5, 2014.

8 12. Plaintiffs are informed and believe and thereon allege that defendants Warmington
9 Residential California, Inc. and REBCO Communities Inc. f/k/a Warmington Homes California,
10 Inc. have, and at all times herein mentioned had, a joint economic and business interest, goal and
11 purpose in the properties and related services sold to plaintiffs and class members.

12 13. As an alternative theory, plaintiffs are informed and believe, and on that basis
13 allege, that defendants Warmington Residential California, Inc. and REBCO Communities Inc.
14 f/k/a Warmington Homes California, Inc., are alter egos of each other. Plaintiffs are informed and
15 believe, and on that basis allege, that these Warmington defendants share common directors,
16 officers, and/or executives. Plaintiffs are informed and believe, and on that basis allege, that there
17 is common control over the Warmington defendants, and they operate pursuant to a common
18 business plan. There is unity of interest among these defendants. The alter-ego relationship among
19 the Warmington defendants should be recognized to prevent an injustice. If the alter-ego
20 relationship among them is not recognized, an inequity will result because an entity responsible for
21 wrongdoing will be shielded from liability.

22 14. The term "Warmington" refers to defendants Warmington Residential California,
23 Inc. and REBCO Communities Inc. f/k/a Warmington Homes California, Inc. Plaintiffs are
24 informed and believe, and on that basis allege, that defendant Warmington constructed the Subject
25 Homes, and supplied and/or distributed the copper pipe at issue used in class members' homes.

26 15. Plaintiffs are informed and believe and based thereon allege that at all times
27 relevant, defendant Mueller Industries, Inc. ("Mueller") was or is a business entity, engaged in
28 business in the State of California. Plaintiffs are informed and believe, and on that basis allege,

1 that defendant Mueller designed, manufactured, supplied and/or distributed the copper pipe at
2 issue used in class members' homes.

3 16. As used herein, the term "defendants" refers collectively to all defendants named
4 herein.

5 17. Plaintiffs are informed, believe, and thereupon allege that defendants, including
6 DOES, are/were involved in the planning, development, design, construction, warranting, repair,
7 selection of materials, supply of materials, installation of materials and/or sale of the Subject
8 Homes, and/or were responsible for the design, development, testing, manufacture, distribution,
9 supply, marketing, sale, and warranting of the Subject Homes in Ladera Ranch, California that
10 contain the copper pipe at issue.

11 18. Plaintiffs are currently ignorant of the true names and capacities, whether
12 individual, corporate, associate, or otherwise, of the defendants sued herein under the fictitious
13 names Does 1 through 100, inclusive, and therefore, sue such defendants by such fictitious names.
14 Plaintiffs will seek leave to amend this complaint to allege the true names and capacities of said
15 fictitiously named defendants when their true names and capacities have been ascertained.
16 Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Doe
17 Defendants legally responsible in some manner for the events and occurrences alleged herein, and
18 for the damages suffered by the class.

19 19. Plaintiffs are informed and believe and thereon allege that all defendants, including
20 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
21 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
22 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
23 employment, partnership, alter ego relationship, and joint venture, conspiracy or enterprise, and
24 with the express and/or implied permission, knowledge, consent, authorization and ratification of
25 their co-defendants; however, each of these allegations are deemed "alternative" theories whenever
26 not doing so would result in a contradiction with other allegations.

27 20. Does 1-50, whose identities are presently unknown, are the subject of ongoing
28 discovery and therefore are sued under fictitious names. Does 1-50 were involved in the planning,

1 development, design, construction, warranting, repair, selection of materials, supply of materials,
2 installation of materials and/or sale of the Subject Homes, which contain the defective copper pipe
3 at issue, and proximately caused the injuries and damages herein alleged. Plaintiffs will seek leave
4 to amend this Complaint to allege their true names and capacities as they are ascertained.

5 21. Does 51-100, whose identities are presently unknown, are the subject of ongoing
6 discovery and therefore are sued under fictitious names. Does 51-100 were responsible for and
7 engaged in the design, development, testing, manufacture, distribution, supply, marketing, sale,
8 and warranting of the defective copper pipe at issue. Plaintiffs will seek leave to amend this
9 Complaint to allege their true names and capacities as they are ascertained.

10 22. All allegations in this complaint are based on information and belief and/or are
11 likely to have-evidentiary support after a reasonable opportunity for further investigation or
12 discovery. Whenever allegations in this complaint are contrary or inconsistent, such allegations
13 shall be deemed alternative:

14 **JURISDICTION AND VENUE**

15 23. The contracts at issue in this case were entered into, approved and/or ratified within
16 the venue of this Court. Venue as to each defendant is proper in this judicial district pursuant to
17 Business & Professions Code section 17203, and Code of Civil Procedure sections 395(a) and
18 395.5.

19 24. Jurisdiction is proper in this Court. Federal jurisdiction over this action does not
20 exist. The amount in controversy as to the representative plaintiffs does not exceed \$75,000.00,
21 including interest and any pro rata award of attorneys' fees and costs. The damages, attorneys' fees
22 and costs of individual class members may not be aggregated to meet the federal jurisdictional
23 amount.

24 **GENERAL ALLEGATIONS**

25 25. Defendants installed and used defective copper pipe in the Subject Homes.
26 Defendants manufactured, designed, supplied, distributed, warranted, the copper pipe at issue,
27 and/or constructed numerous homes utilizing it.

28 26. These Subject Homes are located in a number of subdivisions throughout the

1 Ladera Ranch area of Orange County, including but not limited to, homes in the 92694 zip code
2 (the "Class Area"). Plaintiffs are informed and believe, and on that basis allege, that the copper
3 pipe utilized in the Subject Homes was defective for the water conditions in the Class Area, and
4 damages Plaintiffs' and class members' homes in violation of the standards of residential
5 construction set forth in California Civil Code §895, et seq.

6 27. The homes have in common a serious defect, namely the incorporation of defective
7 copper pipe instead of stronger resistive pipe.

8 28. Plaintiffs Kamal and Zainab Ali, and John and Elizabeth Torphy, purchased two of
9 the Subject Homes, containing the defective copper pipe, which has caused damage to their homes.

10 29. Plaintiffs are informed, believe, and thereupon allege that the above-referenced
11 defective condition violates the standards of residential construction set forth in California Civil
12 Code §895, et seq. and has proximately caused damage to homeowners who are members of the
13 class.

14 30. Plaintiffs are informed, believe and thereupon allege that the Builders' contractors
15 are agents of the builders. One such contractor has confirmed in sworn deposition testimony that it
16 has known about pinhole leaks in copper pipe in South Orange County for years prior to building
17 the Subject Homes. Despite this clear notice, they failed to warn the homeowners of possible
18 defects, neglected to select proper pipe for the water type, and incorporated a defective component
19 pipe into the residences.

20 31. Plaintiffs are informed, believe, and thereupon allege that the builders and/or their
21 contractors received reports of numerous complaints that gave them notice of the defect inherent in
22 the copper pipe incorporated into residences in the class area, including complaints of pinhole
23 leaks, for homes in Orange County, prior to building the subject homes.

24 32. Plaintiffs are informed, believe and based thereupon allege that the builder and/or
25 their contractors have tested the water and/or pipe installed in the homes prior to installing copper
26 pipe into the subject homes, and had information prior to incorporating the copper pipe into the
27 residences confirming that the copper pipe installed in the homes was defective.

28 33. Each of the named Plaintiffs and class members have a contract and/or are in privity

1 with defendants and/or are third party beneficiaries of contracts. Plaintiffs reserve the right to
2 amend their complaint to attach a copy of the contracts and warranties at issue after an appropriate
3 opportunity for discovery.

4 34. Plaintiffs and the class members' homes have an actionable defect which violates
5 the standards set forth in California Civil Code §895, et seq. Individual product manufacturers,
6 material suppliers, builders, general contractors, and subcontractors are subject to an action for
7 recovery of damages for the violation of the standards enumerated in California Civil Code section
8 895, et seq.

9 35. Plaintiffs and class members will be required to retain the services of experts and
10 consultants to investigate the nature and extent of the defect, and seek damages for those
11 investigative costs pursuant to California Civil Code section 944.

12 36. Plaintiffs have incurred, and will incur during the pendency of this action,
13 attorney's fees and costs, which are necessary for the prosecution of this action and will result in a
14 benefit to members of the class. This action will result in the enforcement of important rights
15 supported by a strong public policy affecting the public interest which will confer a significant
16 benefit on the general public and a large class of persons, where the necessity and burden of
17 private enforcement are such as to make an award appropriate pursuant to California Code of Civil
18 Procedure section 1021.5.

19 37. Plaintiffs allege and assert that its claims and this legal action have all been brought
20 in a timely manner and within the statute of limitations and repose periods, if applicable. The
21 defect in the copper pipe, as alleged herein, is latent in nature. Plaintiffs and class members did
22 not discover, and could not reasonably have discovered, its defective nature until a date within the
23 statute of limitations for each cause of action alleged.

24 38. To the fullest extent of the law, Plaintiffs seek recovery for injuries and/or damages
25 to property.

26 **CLASS ALLEGATIONS**

27 39. The class consists of:

28 All homeowners in the Class Area whose residences contain
copper pipe, were constructed by Warmington and substantially

1 completed within ten (10) years of the filing of the original
2 complaint in this action, and the original purchase agreements
were signed by the builder on or after January 1, 2003.

3 40. The class is so numerous that joinder would be impractical and disposition of the
4 class members' claims in a class action is in the best interests of the parties and judicial economy.

5 41. This action involves questions of law and fact common to each member of the class,
6 in that all members of the proposed class have suffered damages as a result of the installation of
7 defective copper pipe in their homes. The common questions of law and fact include, but are not
8 limited to, the following:

- 9 a. Whether the copper pipe was defective for the water conditions in the Class Area;
- 10 b. Whether Defendants had notice, and the degree of notice that they had, of the water
11 conditions in the Class Area;
- 12 c. Whether California Civil Code sections 896(a)(14) and/or (15) were violated by the
13 incorporation, selection, design, manufacture, supply and/or utilization of the pipe at
14 issue herein.
- 15 d. Whether defendants violated the "unlawful" prong of the UCL;
- 16 e. Whether defendants violated the "fraudulent" prong of the UCL;
- 17 f. Whether the Warmington defendants are alter egos, or otherwise jointly liable;
- 18 g. Whether any defenses raised are meritorious;
- 19 h. Whether the copper pipe at issue has corroded; and
- 20 i. Whether the copper pipe at issue needs to be removed and replaced.

21 42. The claims of the Plaintiffs and relief herein sought are typical of the claims and
22 relief that could generally be sought by each member of this proposed class.

23 43. Plaintiffs can fairly and adequately protect the interests of all members of the
24 proposed class. The Subject Homes all contain defective copper pipe at issue herein.

25 44. Prosecution of separate actions by individual members of the proposed class would
26 create a risk of inconsistent or varying adjudications with respect to individual members of the
27 class and thus establish incompatible standards of conduct for the party or parties opposing the
28 class. Further, the relatively small amounts of the individual claims mean that class treatment is the

1 superior manner to address the defect at issue herein.

2 45. Plaintiffs' attorneys have the experience, knowledge, and resources to adequately
3 and properly represent the interests of the proposed class.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of Standards of Residential Construction)**

6 **(By Plaintiffs Against All Defendants)**

7 46. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
8 the preceding paragraphs of this complaint, as though fully set forth herein.

9 47. Defendants are subject to an action for recovery of damages for the violation of the
10 standards enumerated in California Civil Code §895, et seq.

11 48. Defendants are liable for damages arising out of and related to the incorporation, at
12 the time of original construction, of defective copper pipe into Plaintiffs' and class members'
13 residences, which is leaking and/or corroding so as to impede the useful life of the system.

14 49. As a direct and proximate result of defendants' violations of standards for
15 residential construction, Plaintiffs and class members have been damaged and are entitled to
16 recover the cost of remedying the incorporation of the defective copper pipe in addition to all other
17 damages permitted under Section 944 and/or that the court deems just and proper.

18 **SECOND CAUSE OF ACTION**

19 **(Unfair Business Practices, Business & Professions Code §§17200, et seq.)**

20 **(By Plaintiffs Against All Defendants)**

21 50. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this
22 Complaint as though fully set forth herein.

23 51. Business & Professions Code section 17200 prohibits any unfair competition,
24 including any unlawful, unfair or fraudulent business act or practice.

25 52. The conduct of defendants, as set forth in the allegations in this complaint,
26 constitutes unlawful, unfair or fraudulent business practices.

27 53. Defendants' unlawful conduct includes, but is not limited to, violation of California
28 Civil Code § 896, et seq. Specifically, the building standards set forth at sections 896(a)(14)

1 and/or (15) were violated by Defendants' incorporation, selection, design, manufacture, supply
2 and/or utilization of the defective pipe at issue herein that has leaked and/or corroded so as to
3 impede the useful life of the system – a statutory violation of law.

4 54. Defendants' fraudulent conduct includes, but is not limited to, concealing from both
5 original and subsequent purchasers that the copper pipe installed in the Subject Homes was not
6 compatible and adequate for the water conditions in the area, which defendants knew or should
7 have known; Defendants had express knowledge that the pipe used would corrode and/or leak
8 given the water conditions in the class area, and failed to disclose the same to original and
9 subsequent purchasers of the Subject Homes. As previously herein alleged, the builders and/or
10 their contractors received reports of numerous complaints that gave them notice of the defect
11 inherent in the copper pipe incorporated into residences in the class area, including complaints of
12 pinhole leaks, for homes in Orange County, prior to building the subject homes; and the builders
13 and/or contractors have tested the water and/or pipe installed in the homes prior to installing
14 copper pipe into the subject homes, and had information prior to incorporating the copper pipe into
15 the residences evidencing that the copper pipe installed in the homes was defective. Plaintiffs
16 relied upon Defendants accurately disclosing the impact of the water on the copper pipe which did
17 not meet the building standards set forth at Civ. Code Section 896(a)(14) and/or (15).

18 55. As a direct and proximate result of Defendants' unlawful and/or fraudulent conduct
19 described hereinabove, Plaintiffs and the putative class have suffered actual injury and economic
20 loss in the form of diminution in the effective life of the copper pipe and diminution in the useful
21 life of the plumbing system on the whole, in addition to diminution in value of the Subject Homes.

22 56. On behalf of the general public, plaintiffs and members of each class request that
23 this Court order that Defendants be required to disgorge the profits they have wrongfully obtained
24 through the use of these unlawful, unfair or fraudulent practices, provide restitution, and that an
25 injunction issue to correct the wrongful business practices alleged in this complaint.

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28 ///

1 property in an amount not fully known but believed to be within the jurisdiction of this Court.
2 Plaintiffs and their members will establish the amount of their damages at the time of trial
3 according to proof.

4 **FOURTH CAUSE OF ACTION**

5 **(Breach of Implied Warranties)**

6 **(By Plaintiffs Against Defendants Mueller and Does 51-100)**

7 66. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this
8 Complaint as though fully set forth herein.

9 67. Plaintiffs are informed, believe, and thereupon allege that Defendants were engaged
10 in and are responsible for the design, development, testing, manufacture, distribution, supply,
11 marketing, sale, and warranting of defective copper pipe installed and used in the Subject Homes.

12 68. Plaintiffs and their members had contracts with defendants and/or were in privity
13 with defendants and/or were the intended third-party beneficiaries of each and every such act
14 and/or warranty.

15 69. Defendants were, and/or are, in the business of selling copper pipe products to
16 builder Defendants, and that the product sold to said Defendants was not fit for the ordinary
17 purposes for which such goods are used

18 70. By designing, manufacturing, marketing, and/or supplying the copper pipe to be
19 installed in the Subject Homes, Defendants impliedly warranted that said component was free of
20 defects, was of merchantable quality, was suitable and fit for the ordinary purpose for which said
21 component was intended, was safe, and was proper.

22 71. Defendants impliedly warranted that the copper pipe was fit for the particular
23 purpose for which it was intended, and that said component would perform in a defect-free
24 manner.

25 72. Plaintiffs are informed, believe, and thereupon allege that Defendants breached
26 their implied warranties by designing, manufacturing, assembling, distributing, marketing, and
27 selling defective copper pipe.

28 73. As a direct and proximate result of the breaches of the implied warranties by

1 Defendants, Plaintiffs and their members have been, and will continue to be, caused damage.

2 74. As a further direct and proximate result of the breaches of the implied warranties by
3 Defendants, Plaintiffs and their members have suffered damages in an amount not fully known but
4 believed to be within the jurisdiction of this Court. Plaintiffs and their members will establish the
5 amount of their damages at the time of trial according to proof.

6
7 **PRAYER**

8 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 9 1. For general, special, and consequential damages;
- 10 2. For the cost to repair and/or replace the defective copper pipe;
- 11 3. For costs and expenditures to correct, cure, or mitigate damages caused or that will
12 be caused by the defects and/or deficiencies as set forth herein;
- 13 4. Economic losses associated with the defects and/or deficiencies, including loss of
14 use, diminution in value, relocation, and alternative housing;
- 15 5. For equitable entitlement to attorney's fees and costs from the common fund;
- 16 6. For attorney's fees and costs pursuant to California Code of Civil Procedure section
17 1021.5;
- 18 7. For investigative costs and other damages recoverable pursuant to California Civil
19 Code section 944;
- 20 8. For a preliminary and permanent injunction prohibiting defendants from engaging
21 in the unlawful or fraudulent conduct, or unfair methods of competition, alleged
22 herein;
- 23 9. For any and all other relief available under Business and Professions Code sections
24 17200 *et. seq.*, including but not limited to restitution and disgorgement of monies
25 received through defendants' unlawful or fraudulent business practices;
- 26 10. For an award of pre-judgment interest on all monetary damages, fees, and costs
27 awarded in this action;
- 28 11. For a declaratory judgment adjudicating the relative rights and duties of the parties;

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12. For such other and further relief as the Court deems just and proper.

DATED: February 1, 2016

BRIDGFORD, GLEASON & ARTINIAN
KABATECK BROWN KELLNER LLP
McNICHOLAS & McNICHOLAS

By: 

Richard K. Bridgford
Michael H. Artinian
Brian S. Kabateck
Joshua H. Haffner
John Patrick McNicholas, IV

Attorneys for Plaintiff on behalf of themselves
and all others similarly situated

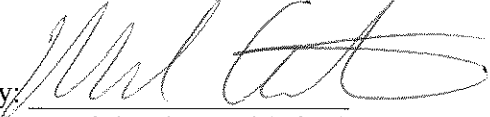
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of all claims and causes of action in this lawsuit.

DATED: February 1, 2016

BRIDGFORD, GLEASON & ARTINIAN
McNICHOLAS & McNICHOLAS LLP
KABATECK BROWN KELLNER LLP

By: 

Richard K. Bridgford
Michael H. Artinian
John Patrick McNicholas, IV
Brian S. Kabateck
Joshua H. Haffner

Attorneys for Plaintiffs on behalf of
themselves and all others similarly situated

1 **PROOF OF SERVICE**

2 **Ali v. Warmington Residential California, Inc., et al.**
3 **Orange County Superior Court Case No.: 30-2013-00689593**

4 I, the undersigned, declare that:

5 I am over the age of 18 years and not a party to the within action. I am employed in
6 the County where the Proof of Service was prepared and my business address is Law
7 Offices of BRIDGFORD, GLEASON & ARTINIAN, 26 Corporate Plaza, Suite 250,
8 Newport Beach, CA 92660.

9 On the date set forth below, I served the following document(s): **FIRST**
10 **AMENDED COMPLAINT** on the interested party(s):

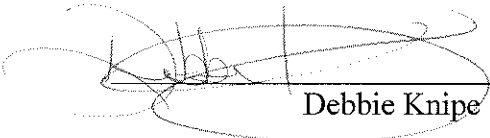
11 **SEE ATTACHED SERVICE LIST**

12 by the following means:

- 13 () **BY MAIL:** By placing a true copy thereof, enclosed in a sealed envelope
14 with postage thereon fully prepaid. I am readily familiar with the
15 business practice for collecting and processing correspondence for
16 mailing. On the same day that correspondence is processed for
17 collection and mailing it is deposited in the ordinary course of business
18 with the United States Postal Service in Newport Beach, California to
19 the address(es) shown herein.
- 20 () **BY PERSONAL SERVICE:** By placing a true copy thereof, enclosed in a
21 sealed envelope, I caused such envelope to be delivered by hand to the
22 recipients herein shown (as set forth on the service list).
- 23 () **BY OVERNIGHT DELIVERY:** I served the foregoing document by
24 Overnight Delivery as follows: I placed true copies of the foregoing
25 document in sealed envelopes or packages designated by the express
26 service carrier, addressed to recipients shown herein (as set forth on
27 the service list), with fees for overnight delivery paid or provided for.
- 28 (X) **BY ELECTRONIC MAIL (EMAIL):** I caused a true copy thereof sent
via email to the address(s) shown herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: February 1, 2016


Debbie Knipe

SERVICE LIST

Ali v. Warmington Residential California, Inc., et al.
Orange County Superior Court Case No.: 30-2013-00689593

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