

EXHIBIT 2

Timeline

7/27/2020	Plaintiff files Complaint
10/6/2020	KHov files Third-Party Complaint naming Moving Defendants, among others.
3/9-11/2021	Plaintiff's experts conduct destructive testing of building exteriors.
4/5/2021	Renco files Answer.
5/27/2021	Court adopts the parties original Stipulated Scheduling Order
6/23/2021	Plaintiff produces original report by SBSA. See Exhibit "A" to K. Hovnanian's Response.
7/23/2021	Plaintiff produces original Preliminary Estimate of Costs by expert Nautilus. See Exhibit "B" to K. Hovnanian's Response.
7/23/2021	Deadline for KHov to disclose its liability expert opinions per 05/27/21 Scheduling Order
7/27/2021	Plaintiff's experts conduct temporary roof repairs, observed by BHA. See BHA report, Exhibit "G" to Moving Defendants' Motion, at Page 3.
8/4/2021	Plaintiff informally gives KHov extension to disclose experts to 8/11/2021.
8/9/2021	Parties stipulate to Amend Scheduling Order based on new appearances. See Stipulation to extend Mediation Deadline and Deadline for Third-Party Defendant Expert Disclosures dated 08/09/21
8/11/2021	KHov produces expert Reports by BHA and PGG. See Exhibit "B" to Moving Defendants' Motion.
8/13/2021	Plaintiff's experts conduct temporary roof repairs, observed by BHA. See BHA report, Exhibit "G" to Moving Defendants' Motion, at Page 3.
8/17/2021	Court adopts the parties' amended Scheduling Order extending Third-Party Defendants' expert deadlines, among others. (KHov's expert deadline was not extended).
8/23/2021	Deadline for KHov to disclose its cost of repair expert opinions per 05/27/21 Scheduling Order. See Exhibit "C" to Moving Defendants' Motion.
8/23/2021	Plaintiff's experts conduct temporary roof repairs, observed by BHA. See BHA report, Exhibit "G" to Moving Defendants' Motion, at Page 3.
8/23/2021	KHov produces BHA's Preliminary Defense Cost of Defense Scope Estimate.

8/31/2021	Plaintiff's experts conduct temporary roof repairs, observed by BHA. See BHA report, Exhibit "G" to Moving Defendants' Motion, at Page 3.
10/15/2021	Plaintiff produces supplemental expert report by SBSA. See Exhibit "C" to KHov's response
10/25/2021	Desert Vista files Answer.
10/26-27/2021	Email communication between counsel for KHov and for Plaintiff regarding request for access to investigate new defect claims and dispute over additional claims which KHov contends were not raised properly under A.R.S. 12-1363(J) of the Purchaser Dwelling Act. Counsel for KHov states in final message "The Scheduling Order does not let you amend/supplement your expert reports. You would need to seek leave from the Court to do so. This was not done. You are allowed to supplement your claims under the PDA. Further, if the claims were addressed in the prior Notice, they would have been addressed in SBSA's report and there would be no need for a supplemental report." See Exhibit "2" to Moving Defendants' Reply in Support of Motion.
11/11/2021	Plaintiff produces expert Nautilus' Revised Preliminary Cost of Repair Estimate. Exhibit "D" to KHov's Response to Motion.
11/12/2021	Parties conduct visual inspections at the Project attended by Renco and Desert Vista's experts and KHov's expert BHA.
11/18/2021	Parties stipulate to Amend Scheduling Order based on the recent appearance of Desert Vista, co-counsel for KHov, and the resetting of mediation in matter. KHov did not request to extend its expert deadline. See Stipulation and Order entered November 24, 2021.
11/19/2021	K. Hovnanian submits responses to written discovery from Renco, including, "K. Hovnanian's experts are finalizing their apportionment of the defect claims, following the inspection of the additional claims on November 12, 2021, and will be disclosed when completed." <i>See Exhibit "A" hereto.</i>
11/21/2021	Desert Vista serves Initial Disclosure Statement. See Exhibit "E" to KHov's Response
11/24/2021	Court adopts the parties' second amended Scheduling Order extending Third-Party Defendants' expert deadlines, among others. (KHov's expert deadline was not extended).
12/9/2021	Pre-mediation Expert Meeting between K. Hovnanian and Desert Vista's experts, with counsel for both in attendance. Discussion is held as to Plaintiff's expert report allegations regarding stucco system, BHA's observations and findings regarding the same to

	date. See Exhibit “F” to K. Hovnanian’s Response. <i>See, also, Declaration of Amy Wilkens attached hereto as Exhibit “B”.</i>
12/13/21	Plaintiff’s experts conduct temporary roof repairs, observed by BHA. See BHA Report, Exhibit “G” to Movants’ Motion, at Page 3.
12/14/21	Plaintiff’s experts conduct temporary roof repairs, observed by BHA. See BHA Report, Exhibit “G” to Movants’ Motion, at Page 3.
12/17/21	K. Hovnanian submits mediation demand letters to Desert Vista and to Renco, both including the draft BHA Allocation as an exhibit and referencing the allocation to each in the body of the Letters. <i>See Exhibit “C” and “D” hereto.</i>
12/30/2021	Mediation is held.
1/21/2022	Parties tentatively agree to extending schedule to accommodate continued expert discovery and post-mediation settlement efforts. See Exhibit “G” to K. Hovnanian Response.
1/31/22	Plaintiff’s experts conduct temporary roof repairs, observed by BHA. See BHA Report, Exhibit “G” to Movants’ Motion, at Page 3.
1/31/2022	Court Ordered deadline for Third-Party Defendants to disclose their expert opinions.
1/31/2022	Moving Defendants produce expert reports from their experts. See Moving Defendants’ Motion at Page 4, Lines 3-6.
2/18/2022	Email communication from KHov regarding disclosure of new expert reports.
2/25/2022	K. Hovnanian produces its final reports and opinions from BHA that is at issue in this Motion. See Exhibit “F” to Moving Defendants’ Motion.
3/3/2022	Parties file Stipulation to Amend Scheduling Order to accommodate the post-mediation settlement efforts and continued expert investigations (additional site inspects, repair observations and Plaintiff’s experts’ supplemental reports), granted by this Court by Order entered March 15, 2022. KHov did not request to extend its expert deadline.
3/10-11/2022	Email communication from Desert Vista/Renco objecting to KHov’s new expert reports. See Exhibit “E” to Moving Defendants’ Motion.
3/15/2022	Court adopts the parties’ third amended Scheduling Order extending remaining deadlines. (KHov’s expert deadline was not extended).
3/29/2022	Moving Third-Party Defendants file the Motion to Preclude KHov’s New Expert Reports.

4/18/2022	KHov files its Response to Motion to Preclude
4/28/2022	Moving Third-Party Defendants file their Reply in support of their Motion to Preclude
6/10/2022	Oral Argument is held on Motion to Preclude and Under Advisement Ruling is entered by the Court for parties to provide this timeline, among other documents to support their respective positions in the Motion.
6/13-17/2021	Emergency temporary roof repairs at units 3124, 3112, 3104 and 3109

Exhibit A

LORBER, GREENFIELD & POLITO, LLP
3930 E. Ray Road, Suite 260, Phoenix, AZ 85044
Telephone (602) 437-4177 / Facsimile (602) 437-4180

1 LORBER, GREENFIELD & POLITO, LLP
2 Holly P. Davies, Esq. [S.B. #018308]
3 Amy Wilkens, Esq. [S.B. #025171]
4 3930 E. Ray Road, Suite 260
5 Phoenix, AZ 85044
6 TEL: (602) 437-4177
7 FAX: (602) 437-4180
8 hdavies@lorberlaw.com
9 awilkens@lorberlaw.com

10 *Attorneys for Defendants/Third-Party Plaintiffs K. Hovnanian*
11 *at Gallery, LLC, K. Hovnanian Arizona Operations, LLC,*
12 *K. Hovnanian Developments of Arizona, Inc., K. Hovnanian*
13 *Companies of Arizona, LLC*

14 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
15 **IN AND FOR THE COUNTY OF MARICOPA**

16 GALLERY COMMUNITY ASSOCIATION, an
17 Arizona non-profit corporation,

18 Plaintiff,

19 v.

20 K. HOVNANIAN AT GALLERY, LLC, an
21 Arizona limited liability company; K.
22 HOVNANIAN ARIZONA OPERATIONS, LLC,
23 an Arizona limited liability company; K.
24 HOVNANIAN DEVELOPMENTS OF
25 ARIZONA, INC., an Arizona corporation; K.
26 HOVNANIAN COMPANIES OF ARIZONA,
27 LLC, an Arizona limited liability company; JOHN
28 DOES I-X AND JANE DOES I-X, WHITE
CORPORATIONS I-X; BLACK
PARTNERSHIPS I-X; AND GRAY LIMITED
LIABILITY COMPANIES I-X,

Defendants.

K. HOVNANIAN AT GALLERY, LLC, an
Arizona limited liability company; K.
HOVNANIAN ARIZONA OPERATIONS, LLC,
an Arizona limited liability company; K.
HOVNANIAN DEVELOPMENTS OF
ARIZONA, INC., an Arizona corporation; K.
HOVNANIAN COMPANIES OF ARIZONA,
LLC, an Arizona limited liability company;

Third-Party Plaintiffs,

v.

Case No. CV2020-008714

**DEFENDANT/THIRD-PARTY
PLAINTIFF K. HOVNANIAN'S
RESPONSES TO THIRD-PARTY
DEFENDANT RENCO ROOFING'S
FIRST SET OF NON-UNIFORM
INTERROGATORIES, REQUESTS
FOR PRODUCTION AND REQUESTS
FOR ADMISSION**

(Assigned to the Honorable Katherine
Cooper)

1 CHAS ROBERTS AIR CONDITIONING, INC.,
2 an Arizona corporation; DESERT VISTA, INC.,
3 an Arizona corporation; GOTHIC
4 LANDSCAPING, INC., a California corporation;
5 HOME BUILDERS SITE SERVICES OF
6 ARIZONA, LLC, an Arizona limited liability
7 company; LEBLANC BUILDING CO., INC., an
8 Arizona corporation; LIBERTY
9 CONSTRUCTORS, LLC, an Arizona limited
10 liability company, dba LIBERTY ARIZONA;
11 RENCO LLC, an Arizona limited liability
12 company, dba RENCO ROOFING; R/S SERVICE
13 & SUPPLY, INC., an Arizona corporation;
14 SARGON MASONRY CONSTRUCTION, LLC,
15 an Arizona limited liability company; and DOES
16 1-50.

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Third-Party Defendants,

Defendants/Third-Party Plaintiffs K. Hovnanian at Gallery, LLC, K. Hovnanian Arizona Operations, K. Hovnanian Developments of Arizona, Inc., K. Hovnanian Companies of Arizona, LLC, (“K. Hovnanian”), by and through undersigned counsel and hereby respond to Third-Party Defendant Renco Roofing’s First Set of Non-Uniform Interrogatories, Requests for Production and Requests for Admission.

NON-UNIFORM INTERROGATORIES

NON-UNIFORM INTERROGATORY NO. 1:

Please describe with specificity or in detail all work that you contend was performed by Renco at the project, including:

- a. Renco’s scope of work, both contractual and verbal;
- b. Any changes or modifications to the scope of work identified in response to subsection (a);
- c. Identification of the areas which you contend Renco performed work at the Project.

RESPONSE:

Objection. Vague, ambiguous, and calls for information equally available to the requesting party. Without waiving the foregoing, and subject thereto, K. Hovnanian

1 responds as follows: See subcontract documents previously produced and bates-numbered
2 KHOV00000875 to KHOV00000928, and KHOV00000962 to KHOV00000968. They
3 include the scope of work for the project.

4 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right
5 to supplement and/or amend its response.

6
7 **NON-UNIFORM INTERROGATORY NO. 2:**

8 Please describe with specificity or in detail, (including location) each and every item of
9 damage at the project, including construction defects and/or property damage, claimed to have
10 been caused by Renco.

11 **RESPONSE:**

12 **Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for a**
13 **legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.**
14 **1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as**
15 **follows: Any and all allegations relating to roofing and decks. Please see Plaintiffs’**
16 **Complaint; Plaintiffs’ Defect Lists; Plaintiffs’ disclosures, including photographs; and**
17 **defects matrix. K. Hovnanian’s experts are finalizing their apportionment of the defect**
18 **claims, following the inspection of the additional claims on November 12, 2021 and will be**
19 **disclosed when completed.**

20 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right
21 to supplement and/or amend its response.

22
23 **NON-UNIFORM INTERROGATORY NO. 3:**

24 Please identify each person(s) whom you contend possesses knowledge of each item of
25 damage identified in your response to Interrogatory No. 2.

26 **RESPONSE:**

27 **Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for a**
28 **legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.**

1 1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as
2 follows: To the extent this Interrogatory seeks expert opinion, see Plaintiff's and K.
3 Hovnanian's expert disclosures in this matter.

4 To the extent this Interrogatory seeks information regarding potential percipient
5 witnesses, the damages being alleged were raised by Plaintiff. See Plaintiff's witnesses
6 identified in this matter. Further, upon receiving Plaintiff's original notice of claim dated
7 July 3, 2019, purportedly pursuant to the Purchaser Dwelling Act ("Notice"), K.
8 Hovnanian then provided written notice to Renco dated September 9, 2019. Renco has
9 been involved in responding to Plaintiff's claims, including those regarding its scope of
10 work, since the earliest stages of this claim. Thus, Renco and its own representatives and
11 witnesses would have and should have knowledge as requested. See also, K. Hovnanian's
12 disclosures in this matter and witnesses identified on behalf of K. Hovnanian.

13 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right
14 to supplement and/or amend its response.

15
16 **NON-UNIFORM INTERROGATORY NO. 4:**

17 Please identify, sufficiently for a Request for Production, each and every document,
18 including location and bates number where applicable, which you contend supports each fact
19 described in your response to Interrogatory No. 2.

20 **RESPONSE:**

21 **Objection.** Vague, ambiguous, overly broad, calls for expert opinion, and calls for a
22 legal conclusion. *See West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.
23 1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as
24 follows: See K. Hovnanian's response to Interrogatory No. 2, above, and the documents
25 referenced therein.

26 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right
27 to supplement and/or amend its response.

LORBER, GREENFIELD & POLITO, LLP
3930 E. Ray Road, Suite 260, Phoenix, AZ 85044
Telephone (602) 437-4177 / Facsimile (602) 437-4180

1 **NON-UNIFORM INTERROGATORY NO. 5:**

2 For each and every item of damage identified in Interrogatory No. 2, please state the date
3 in which the damage manifested.

4 **RESPONSE:**

5 **Objection. Vague, ambiguous, overly broad, calls for speculation, assumes facts not in**
6 **evidence, lacks foundation, and calls for expert opinion. Without waiving the foregoing,**
7 **and subject thereto, K. Hovnanian responds as follows: K. Hovnanian was not aware of**
8 **the claims made by Plaintiff in its Complaint until K. Hovnanian was served with the**
9 **Notice, supplements thereto, Complaint and Plaintiff’s expert disclosures in this matter,**
10 **respectively. As Plaintiff is the party in possession of the Project at relevant time and the**
11 **party asserting construction defects in this matter, this Interrogatory is more**
12 **appropriately addressed to Plaintiff.**

13 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right**
14 **to supplement and/or amend its response.**

16 **NON-UNIFORM INTERROGATORY NO. 6:**

17 For each and every item of damage identified in Interrogatory No. 2, please describe with
18 specificity or in detail the cause of the alleged damage.

19 **RESPONSE:**

20 **Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for a**
21 **legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.**
22 **1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as**
23 **follows: See K. Hovnanian’s response to Interrogatory No. 2, above, and the documents**
24 **referenced therein.**

25 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right**
26 **to supplement and/or amend its response.**

1 **NON-UNIFORM INTERROGATORY NO. 7:**

2 For every cause of the alleged damage identified in Interrogatory No. 6, please describe
3 with specificity or in detail the bases of your opinion.

4 **RESPONSE:**

5 **Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for a**
6 **legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.**
7 **1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as**
8 **follows: See K. Hovnanian’s response to Interrogatory No. 2, above, and the documents**
9 **referenced therein. Furthermore, Renco has failed to accept the tender of defense and**
10 **defend K. Hovnanian pursuant to the subcontract. K. Hovnanian has been damaged by**
11 **having to defend the work of Renco.**

12 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right**
13 **to supplement and/or amend its response.**

14
15 **NON-UNIFORM INTERROGATORY NO. 8:**

16 For each and every item of damage identified in Interrogatory No. 2, please identify any
17 tests performed thereon to determine its alleged defectiveness. Please include with your
18 response the following information:

- 19 a. the equipment, mechanical or otherwise, used to develop your opinion as the alleged
20 cause of damage; and
21 b. the identity of the person(s) and their qualification(s) who performed the tests.

22 **RESPONSE:**

23 **Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for a**
24 **legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.**
25 **1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as**
26 **follows: See K. Hovnanian’s response to Interrogatory No. 2, above, and the documents**
27 **referenced therein. Further, this claim is better suited to Plaintiff who is asserting the**
28 **claims.**

1 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right**
2 **to supplement and/or amend its response.**

3
4 **NON-UNIFORM INTERROGATORY NO. 9:**

5 For each and every item of damage identified in Interrogatory No. 2, please state whether
6 you notified or communicated the damage and/or defect to Renco. If so, please include with
7 your response the following information:

- 8 a. the date of such notification;
- 9 b. how such notification was made, i.e. by letter, verbal contact, etc.;
- 10 c. who made such notification; and
- 11 d. the substance of such notification.

12 **RESPONSE:**

13 **Objection. Vague, ambiguous, overly broad, calls for information equally available to**
14 **the requesting party, calls for expert opinion, and calls for a legal conclusion. *See West v.***
15 ***Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App. 1991). Without waiving the**
16 **foregoing, and subject thereto, K. Hovnanian responds as follows: See K. Hovnanian’s**
17 **response to Interrogatory Nos. 2 and 3, above. As stated, K. Hovnanian provided written**
18 **notice to Renco of Plaintiff’s Notice on or about September 9, 2019, by and through its**
19 **legal counsel, Wilenchik, which was served on Renco’s statutory agent, Lon Kumpula.**
20 **Thereafter, K. Hovnanian continued to provide notice of Plaintiff’s supplemental notice**
21 **and Complaint.**

22 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the right**
23 **to supplement and/or amend its response.**

24
25 **NON-UNIFORM INTERROGATORY NO. 10:**

26 Please state with particularity each and every action you have taken to repair the damages
27 and/or construction defects identified in your response to Interrogatory No. 2. Please include the
28 following information in your response:

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Telephone (602) 437-4177 / Facsimile (602) 437-4180

- 1 a. the date of such repairs;
- 2 b. the nature and description of such repairs;
- 3 c. location of repairs to be performed and unit numbers;
- 4 d. the parties conducting such repairs, including name, address and telephone number;
- 5 and
- 6 e. any and all relevant information and details that would identify the location and unit of
- 7 repairs and the Person who conducted the repairs.

8 **RESPONSE:**

9 See **K. Hovnanian’s response and intent to repair letter dated February 5, 2020,**

10 **bates labeled Gallery 000270-274. In addition, see repair invoices from Go To Services,**

11 **Inc., bates labeled KHOV 00001680 to KHOV 001682 and KHOV 00001922 to KHOV**

12 **00001925.**

13

14 **NON-UNIFORM INTERROGATORY NO. 11:**

15 For each repair to any item of damage identified in your response to Interrogatory No. 10,

16 identify sufficiently for a Request for Production as to all documents that pertain to such repairs.

17 **RESPONSE:**

18 See **Response to No. 10 above. Further, see disclosed documents of Plaintiff for**

19 **repairs performed by Plaintiff.**

20

21 **NON-UNIFORM INTERROGATORY NO. 12:**

22 Please identify by date and location any and all destructive testing which has been

23 performed on any of the work that you contend was done by Renco at the project.

24

25 **RESPONSE:**

26 **Objection. Vague, ambiguous, overly broad as to “destructive testing”, seeks**

27 **information not in possession of K. Hovnanian and/or equally available to Renco, and**

28 **unduly burdensome. Without waiving the foregoing, and subject thereto, K. Hovnanian**

1 responds as follows: The subject improvements have been in the possession of the
2 Association at times relevant to this Interrogatory and, thus the Association, not K.
3 Hovnanian would have the requested information. Following the Association's bringing
4 the instant claim, Renco has been aware of any destructive testing performed by or on
5 behalf of the Association which K. Hovnanian believes includes Plaintiff's expert
6 destructive testing that occurred on or about March 9-11, 2021.

7 Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right
8 to supplement and/or amend its response.

9
10 **NON-UNIFORM INTERROGATORY NO. 13:**

11 If you respond to any of the preceding Requests for Admission with anything other than
12 an unqualified admission, then please disclose all facts, which support your denial, and identify
13 the specific item(s) of evidence, which support your non-admission, including the identity of all
14 witnesses who will testify and the exhibits in support of the non-admission.

15 **RESPONSE:**

16 See K. Hovnanian's Responses to the Requests for Admission, below.

17
18 **REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

19 **REQUEST FOR PRODUCTION NO. 1:**

20 Produce any and all documents relied upon or referenced in your response to Renco's
21 Non-Uniform Interrogatories served concurrently herewith.

22 **RESPONSE:**

23 See K. Hovnanian's Responses to the Non-Uniform Interrogatories, above, and
24 documents referenced therein.

25 **REQUEST FOR PRODUCTION NO. 2:**

26 Produce any and all documents reflecting scope of work, specifications and/or details of
27 the work to be performed by Renco for any and all phases of construction at the project.

1 **RESPONSE:**

2 **Objection. Vague, ambiguous, overly broad, calls for speculation, and seeks**
3 **documents equally available to the requesting party. Without waiving the foregoing**
4 **objections, and subject thereto, K. Hovnanian responds as follows: See subcontract**
5 **documents previously produced and bates-numbered KHOV00000875 to KHOV00000928,**
6 **and KHOV00000962 to KHOV00000968, as well as all plan documents previously**
7 **produced. Further, Renco's own job file should include the documents sought by this**
8 **Request.**

9 **Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right**
10 **to supplement and/or amend its response.**

11
12 **REQUEST FOR PRODUCTION NO. 3:**

13 Produce any and all documents reflecting changes to the work to be performed by Renco
14 during any phase of construction at the project, including but not limited to change orders,
15 contract addendums, correspondence, notes, invoices, memorandums, etc.

16 **RESPONSE:**

17 **Objection. Vague, ambiguous, overly broad, calls for speculation, and seeks**
18 **documents equally available to the requesting party. Without waiving the foregoing**
19 **objections, and subject thereto, K. Hovnanian responds as follows: See Response to**
20 **Request for Production No. 2 which is incorporated herein.**

21 **Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right**
22 **to supplement and/or amend its response.**

23
24 **REQUEST FOR PRODUCTION NO. 4:**

25 Produce any and all documents identifying which areas that are subject of the Complaint
26 involve work or materials provided by Renco.

1 **RESPONSE:**

2 **Objection.** Vague, ambiguous, overly broad, calls for expert opinion, and calls for a
3 legal conclusion. *See West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.
4 1991). This Request is so vague, K. Hovnanian is unable to determine what specific
5 documents are being sought. See documents referenced in other responses.

6 **Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right**
7 **to supplement and/or amend its response.**

8
9 **REQUEST FOR PRODUCTION NO. 5:**

10 Produce any and all reports and inspections performed by you, or any third-party
11 evaluating work performed by Renco with respect to the claims in this lawsuit.

12 **RESPONSE:**

13 **Objection.** Vague, ambiguous, overly broad, calls for expert opinion, and calls for a
14 legal conclusion. *See West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240 (App.
15 1991). Without waiving the foregoing, and subject thereto, K. Hovnanian responds as
16 follows: See K. Hovnanian's expert disclosures, bates labeled KHOV 00001683 to KHOV
17 001700 and KHOV00001701 to KHOV 001721. In addition, K. Hovnanian is
18 supplementing its expert disclosures to address the additional claims which were inspected
19 on November 12, 2021 and will produce a supplemental report and allocation.

20 **Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right**
21 **to supplement and/or amend its response.**

22
23 **REQUEST FOR PRODUCTION NO. 6:**

24 Produce any and all customer service files, including but not limited to purchase
25 agreements, escrow instructions, disclosures to prospective purchasers, warranties and customer
26 service requests and responses, and all documents relating to the sale of the property to each and
27 every purchaser in the subject project.

1 **RESPONSE:**

2 **Objection. Vague, ambiguous, overly broad, seeks irrelevant documents and**
3 **information, and unduly burdensome. The underlying claim was brought by the**
4 **Association and not individual homeowners. Thus, the individual purchase and warranty**
5 **files are not relevant. The statutory notice was the first report of alleged roof issues.**

6 **Discovery and investigation are ongoing and as such, K. Hovnanian reserves the right**
7 **to supplement and/or amend its response.**

8
9 **REQUEST FOR PRODUCTION NO. 7:**

10 Produce any and all documents, including but not limited to repair orders, change orders,
11 estimates, invoices, photos, details, and all documents relating to warranty and repair work for
12 repairs conducted on the Project that implicates Renco's work.

13 **RESPONSE:**

14 **There have not been any warranty claims regarding Renco's work. The documents**
15 **regarding repairs in the statutory process are identified in the Non-Uniform**
16 **Interrogatories above.**

17
18 **REQUEST FOR PRODUCTION NO. 8:**

19 If you respond to Request for Admission #3 with anything other than an unqualified
20 admission, then please produce any and all notices, tenders, communications, and/or
21 correspondence send to Renco to place it on notice of the need for repairs for the Project.

22 **RESPONSE:**

23 **Objection. Vague, ambiguous, overly broad, seeks irrelevant documents and**
24 **information, and unduly burdensome. Without waiving the foregoing, and subject thereto,**
25 **K. Hovnanian responds as follows: See the Letter referred to in Response to Interrogatory**
26 **Nos. 3 and 9 and incorporated by reference into the Response to Request for Admission**
27 **No. 3, bates-numbered KHOV 00001671 to KHOV 00001673.**

1 **Hovnanian’s Third-Party Complaint and disclosures, including expert disclosures. In**
2 **addition, Plaintiff recently disclosed additional roofing claims that are being investigated.**
3 **There have been roof leaks at the Project which caused interior damage which are**
4 **currently being investigated. Further, Plaintiff is asserting damages for alleged roof**
5 **defects from K. Hovnanian, which K. Hovnanian is defending, and Renco’s carrier has**
6 **refused to date to accept the tender of defense, and as such K, Hovnanian is further being**
7 **damaged for having to defend the roof claims.**

8 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the**
9 **right to supplement and/or amend its response.**

10
11 3. Admit that, prior to filing of this lawsuit, you did not provide any notice or
12 communication to Renco that any of the work performed and/or materials supplied by them
13 caused damage and/or required repair.

14 Admit _____ Deny X*

15 ***Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for**
16 **a legal conclusion. See West v. Sundance Development Co, 169 Ariz. 579, 821 P.2d 240**
17 **(App. 1991). Without waiving the foregoing and subject thereto, K. Hovnanian responds**
18 **as follows: See Response to Interrogatory Nos. 3 and 9.**

19 **Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the**
20 **right to supplement and/or amend its response.**

21
22 4. Admit that Renco honored all requests to repair, replace or otherwise remediate
23 any of its work, labor and/or materials on the project.

24 Admit _____ Deny X*

25 **K. Hovnanian is aware that Renco has offered to perform repairs to Plaintiff**
26 **however these offers have lacked specificity and detail and as such Plaintiff has rejected**
27 **them as insufficient. As such the phrase as written cannot be admitted. Further, Plaintiff**
28

1 would not allow K. Hovnanian to have the original trades perform repairs and thus had to
2 pay another contractor to perform the PDA repairs.

3
4 5. Admit that Renco complied with each and every contractual requirement
5 applicable to the work it performed at the project.

6 Admit _____ Deny X*_____

7 *Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for
8 a legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240
9 (App. 1991). Without waiving the foregoing and subject thereto, K. Hovnanian responds
10 as follows: Please see Plaintiff's Complaint; Plaintiff's Defect Lists; Plaintiffs' disclosures
11 and expert reports, including photographs; and locations matrix. Additionally, see K.
12 Hovnanian's Third-Party Complaint and disclosures, including expert disclosures. In
13 addition, Plaintiff recently disclosed additional roofing claims that are being investigated.
14 There have been roof leaks at the Project which caused interior damage which are
15 currently being investigated. Further, Plaintiff is asserting damages for alleged roof
16 defects from K. Hovnanian, which K. Hovnanian is defending, and both Renco and
17 Renco's carrier have refused to date to accept the tender of defense, and as such K,
18 Hovnanian is further being damaged for having to defend the roof claims.

19 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the
20 right to supplement and/or amend its response.

21
22 6. Admit that Renco complied with each and every Building Code applicable to the
23 work it performed at the project.

24 Admit _____ Deny X*_____

25 *Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for
26 a legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240
27 (App. 1991). Without waiving the foregoing and subject thereto, K. Hovnanian responds
28 as follows: Please see Plaintiff's Complaint; Plaintiff's Defect Lists; Plaintiffs' disclosures

1 and expert reports, including photographs; and locations matrix. Additionally, see K.
2 Hovnanian's Third-Party Complaint and disclosures, including expert disclosures. In
3 addition, Plaintiff recently disclosed additional roofing claims that are being investigated.
4 There have been roof leaks at the Project which caused interior damage which are
5 currently being investigated.

6 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the
7 right to supplement and/or amend its response.

8
9 7. Admit that Renco complied with all plans, specifications and/or general notes
10 applicable to the work it performed at the project.

11 Admit _____ Deny X*

12 *Objection. Vague, ambiguous, overly broad, calls for expert opinion, and calls for
13 a legal conclusion. See *West v. Sundance Development Co*, 169 Ariz. 579, 821 P.2d 240
14 (App. 1991). Without waiving the foregoing and subject thereto, K. Hovnanian responds
15 as follows: Please see Plaintiff's Complaint; Plaintiff's Defect Lists; Plaintiffs' disclosures
16 and expert reports, including photographs; and locations matrix. Additionally, see K.
17 Hovnanian's Third-Party Complaint and disclosures, including expert disclosures. In
18 addition, Plaintiff recently disclosed additional roofing claims that are being investigated.
19 There have been roof leaks at the Project which caused interior damage which are
20 currently being investigated.

21 Discovery and investigation are ongoing, and as such, K. Hovnanian reserves the
22 right to supplement and/or amend its response.

23
24 8. Admit that You or another Person retained, hired, employed, appointed, instructed,
25 and/or commanded by You repaired, altered, modified, improved, revised, adjusted, changed,
26 refashioned, amended and/or redesigned Renco's original work on the Project.

27 Admit _____ Deny X

1 Dated: November 19, 2021

LORBER, GREENFIELD & POLITO, LLP

2
3 By: /s/Holly Davies
4 Holly P. Davies, Esq.
5 Amy Wilkens, Esq.
6 3930 E. Ray Road, Suite 260
7 Phoenix, AZ 85044
8 *Attorneys for Defendants/Third-Party*
9 *Plaintiffs K. Hovnanian at Gallery, LLC,*
10 *K. Hovnanian Arizona Operations, LLC,*
11 *K. Hovnanian Developments of Arizona, Inc,*
12 *K. Hovnanian Companies of Arizona, LLC*

9 Original of the foregoing emailed
10 this 19th day of November, 2021 with:

11 Shannon Huff
12 Mohamad Tokko,
13 RAI & BARONE, P.C.
14 3033 North Central Avenue, Suite 500
15 Phoenix, AZ 85012
16 Shannon.Huff@raibarone.com
17 mohamad.tokko@raibarone.com
18 *Attorneys for Third Party Defendant*
19 *Renco Roofing*

16 COPY of the foregoing emailed this
17 19th day of November, 2021 to:

18 Craig S. Nuss
19 Penny J. Manship
20 BURG SIMPSON ELDREDGE
21 HERSH & JARDINE P.C.
22 8310 South Valley Highway, Suite 270
23 Englewood, CO 80112
24 cnuss@burgsimpson.com
25 pmanship@burgsimpson.com
26 *Attorneys for the Plaintiff*

23 Dennis I. Wilenchik
24 Barbara Stansil
25 WILENCHIK & BARTNESS, P.C.
26 2810 North Third Street
27 Phoenix, AZ 85004
28 admin@wb-law.com
diw@wb-law.com
barbaras@wb-law.com
Attorneys for Defendants/Third-Party Plaintiffs
K. Hovnanian at Gallery, LLC, K. Hovnanian Arizona
Operations, LLC, K. Hovnanian Developments of
Arizona, Inc., K. Hovnanian Companies of Arizona, LLC

1 Teresa Hayashi Wales
WELSH LAW GROUP, PLC
2 11811 North Tatum Boulevard, Suite P125
Phoenix, AZ 85028
3 minuteentries@welshlawgroup.com
twales@welshlawgroup.com
4 *Attorneys for Third-Party Defendant*
Chas Roberts Air Conditioning, Inc.

5
6 C. Cole Crabtree
Amanda R. Hough
JABURG & WILK, P.C.
7 3200 N. Central Avenue, 20th Floor
Phoenix, AZ 85012
8 ccc@jaburgwilk.com
aah@jaburgwilk.com
9 *Attorneys for Third-Party Defendant*
Gothic Landscaping, Inc.

10
11 Michael A. Ludwig
Stephen F. Best
JONES, SKELTON & HOCHULI, P.L.C.
12 40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
13 minuteentries@jshfirm.com
mludwig@jshfirm.com
14 sbest@jshfirm.com
15 *Attorneys for Third-Party Defendant*
LeBlanc Building Co., Inc.

16 Tom Shorall Jr.
Jason J. Boblick
17 SHORALL MCGOLDRICK BRINKMANN
1232 East Missouri Avenue
18 Phoenix, AZ 85014-2912
tomshorall@smbattorneys.com
19 jasonboblick@smbattorneys.com
smb@smbattorneys.com
20 *Attorneys for Third Party Defendant*
Liberty Constructors

21
22 Leonard T. Fink
David S. Schopick
SPRINGEL & FINK LLP
23 3033 North Central Ave., Suite 500
Phoenix, AZ 85012
24 lfink@springelfink.com
dschopick@springelfink.com
25 *Attorneys for Third-Party Defendant*
Sargon Masonry Construction, LLC

26
27 By: /s/Erikka Rico
28

Exhibit B

I, Amy Wilkens Mohr, declare:

1. I was counsel for K. Hovnanian in the above referenced matter at the times referred to herein.

2. I have personal knowledge of the following.

3. On December 9, 2021, a Zoom video-conference was held with the following individuals present:

Myself, counsel for K. Hovnanian;

Shannon Huff and Mohamad Tokko, counsel for Desert Vista (and Renco);

West Harrington, expert for Desert Vista; and

Terry Ingo and Mark Chapman of Bert Howe & Assoc. ("BHA"), experts for K. Hovnanian.

4. Discussion was held between the experts as to Plaintiff's expert allegations regarding Desert Vista's scope of work, BHA's observations during destructive testing and otherwise to date, BHA's anticipated defense scope of repairs, with specific reference to including 100% of soffit terminations.

I declare, under the penalty of perjury, the foregoing is true and correct.

Executed this 30th day of June, 2022

By:  _____
Amy Wilkens Mohr

Exhibit C



ARIZONA
3930 E. RAY ROAD
SUITE 260
PHOENIX, AZ 85044
TEL: (602) 437-4177
FAX: (602) 437-4180
www.lorberlaw.com

Please reply to:
Holly Davies
hdavies@lorberlaw.com
Amy Wilkens
awilkens@lorberlaw.com

December 10, 2021

VIA E-MAIL ONLY

**FOR SETTLEMENT PURPOSES ONLY
PROTECTED BY ARIZONA RULES OF EVIDENCE, RULE 408**

Shannon Huff
Mohamad Tokko,
RAI & BARONE, P.C.
3033 North Central Avenue, Suite 500
Phoenix, AZ 85012
Shannon.Huff@raibarone.com
mohamad.tokko@raibarone.com

Re: Gallery Community Assoc. v. K. Hovnanian at Gallery, LLC, et al.
Venue: Maricopa County Superior Court
Case No.: CV2020-008714
Our Clients: K. Hovnanian Arizona Operations, LLC
Our File No.: 21350.4
Your Client: Desert Vista, Inc.

Dear Shannon & Mohamad:

[REDACTED]

[REDACTED]

[REDACTED]

Re: Gallery Community Assoc. v. K. Hovnanian at Gallery, LLC, et al

December 10, 2021

Page 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Best regards,

LORBER, GREENFIELD & POLITO, LLP

/s/Holly Davies

Holly Davies, Esq.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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The Gallery, et al. v. K. Hovnanian, et al.

BHA # 19-7096

Subcontractor Allocation Summary

This document is provided for mediation purposes only and is protected under Arizona Rules of Evidence (Title 12)

Subcontractor	Trade	Alloc %	Alloc Amount
Liberty Constructors, LLC	Concrete - Foundations / Flatwork	4%	\$ 138,083
RenCo, LLC	Deck Coating Installer	2%	\$ 68,208
????	Drywall	0.04%	\$ 1,218
Sargon Masonry Construction, LLC	Fences - Masonry	0%	\$ -
LeBlanc Building Co., Inc.	Framing	11%	\$ 354,321
Home Builders Services of Arizona, Inc.	Grading - Rough / Finish	0%	\$ -
R/S Service & Supply, Inc.	Gutters & Downspouts	0%	\$ -
Chas Roberts Air Conditioning, Inc.	HVAC / Exhaust Fans / Vents	0%	\$ -
Gothic Landscaping, Inc.	Landscaping	0%	\$ -
Sargon Masonry Construction, LLC	Masonry Veneer	0.06%	\$ 1,847
Sargon Masonry Construction, LLC	Metal Stairs	0.02%	\$ 791
RenCo, LLC	Roofing	9%	\$ 310,126
Desert Vista, Inc.	Stucco	73%	\$ 2,392,931
R/S Service & Supply, Inc.	Wrought Iron / Structural Steel	0.13%	\$ 4,263
????	Fireplace Installer	0.26%	\$ 8,626
????	Trim Carpentry	0.06%	\$ 1,892
Project Total		100%	\$ 3,282,306

Exhibit D



ARIZONA
3930 E. RAY ROAD
SUITE 260
PHOENIX, AZ 85044
TEL: (602) 437-4177
FAX: (602) 437-4180
www.lorberlaw.com

Please reply to:
Holly Davies
hdavies@lorberlaw.com
Amy Wilkens
awilkens@lorberlaw.com

December 17, 2021

VIA E-MAIL ONLY

**FOR SETTLEMENT PURPOSES ONLY
PROTECTED BY ARIZONA RULES OF EVIDENCE, RULE 408**

Shannon Huff
Mohamad Tokko,
RAI & BARONE, P.C.
3033 North Central Avenue, Suite 500
Phoenix, AZ 85012
Shannon.Huff@raibarone.com
mohamad.tokko@raibarone.com

Re: Gallery Community Assoc. v. K. Hovnanian at Gallery, LLC, et al.
Venue: Maricopa County Superior Court
Case No.: CV2020-008714
Our Clients: K. Hovnanian Arizona Operations, LLC
Our File No.: 21350.4
Your Client: Renco LLC/Renco Roofing

Dear Shannon & Mohamad:

[Redacted]

[Redacted]

[Redacted]

Re: Gallery Community Assoc. v. K. Hovnanian at Gallery, LLC, et al.

December 17, 2021

Page 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Best regards,

LORBER, GREENFIELD & POLITO, LLP

/s/Holly Davies

Holly Davies, Esq.

Enclosures as stated

[REDACTED]

[REDACTED]

[REDACTED]

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The Gallery, et al. v. K. Hovnanian, et al.

BHA # 19-7096

Subcontractor Allocation Summary

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