

FILED  
STATE OF ALASKA  
THIRD DISTRICT

16 JUL -5 AM 8:00

CLERK, TRIAL COURTS

BY \_\_\_\_\_

**IN THE DISTRICT COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT HOMER**

DEVELOPERS SURETY AND INDEMNITY  
COMPANY AND/OR INDEMNITY  
COMPANY OF CALIFORNIA,

Plaintiff,

vs.

TUNDRA PLUMBING & HEATING, INC., an  
Alaska corporation, and GARY BOYLE,  
individually,

Defendants.

Case No. 3HO-16-14CI

**NOTICE TO ABSENT DEFENDANTS**

TO: TUNDRA PLUMBING & HEATING, Inc. and GARY BOYLE

YOU ARE HEREBY SUMMONED and required to file with the Court an answer to the complaint filed in this case.

This notice will be published four times during four consecutive calendar weeks, once in each week, in a newspaper published in the district in which the action is pending, or if none be published therein, then in a newspaper published in this state circulating in such district.

Absent Defendants' answer must be filed with the Court at **3670 Lake Street, Bldg. A Homer, AK, 99603-7686**, within thirty (30) days after the last date of publication of this notice.

In addition, a copy of Absent Defendants' answer must be sent to Plaintiff's attorney, Charles G. Evans, whose address is 165 E. Bunnell Ave., Suite D, Homer, Alaska, 99603.

If Absent Defendants' fail to file an answer within the required time, a default judgment may be entered against Absent Defendants' for the relief demanded in the complaint.

Notice re Absent Defendants  
Developers v Tundra Plumbing

3HO-16-00014CI  
Page 1 of 2

LAW OFFICES OF  
CHARLES G. EVANS  
165 E. Bunnell Ave., Suite D  
Homer, Ak 99603  
907-278-4691

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This is an action to enforce an indemnity agreement signed on February 8, 2013 by Gary Boyle, individually and as President and sole officer of Tundra Plumbing.

On or about October 16, 2013, Developers executed its Performance and Payment bond numbered 505173P, the principal of which is Tundra Plumbing.

In order to induce Developers to issue the Bond, Gary Boyle, on February 8, 2013, executed an indemnity agreement on behalf of Tundra Plumbing and individually, agreeing to indemnify and hold Developers harmless from and against any and all liability, damage, loss, cost and expense, including attorney fees, which Developers may sustain or incur by reason of having issued the Bond.

Developers has demanded that Gary Boyle and Tundra Plumbing indemnify and hold it harmless from any and all losses incurred by reason of the issuance of the Bond.

Gary Boyle and Tundra Plumbing have failed, refused and neglected to indemnify and hold Developers harmless.

The relief demanded is a judgment against Defendants, Gary Boyle and Tundra Plumbing jointly and severally, in a principal amount of \$92,000.00 plus costs, interest, and actual attorney fees pursuant the indemnity agreement, the exact amount to be proven at trial.

7-12-2016  
Date \_\_\_\_\_ Clerk of Court \_\_\_\_\_

