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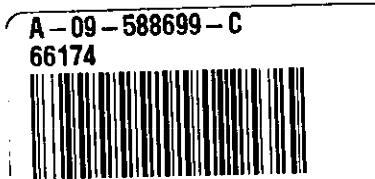
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*E. J. ...*  
CLERK OF THE COURT

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16 Pro Hac Application Pending

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18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 ANBAR HOLDINGS LTD., individually and  
21 on behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 TIMOTHY R. ELLER, THOMAS J. FALK,  
25 DAVID W. QUINN, CLINT W.  
26 MURCHISON, BARBARA T.  
ALEXANDER, FREDERIC M. POSES,  
THOMAS M. SCHOEWE, JAMES J. POSTL,  
URSULA O. FAIRBAIRN, MATTHEW K.  
ROSE, CENTEX CORPORATION, AND  
PULTE HOMES, INC.,

Defendants.

Case No.  
Dept No.

*A-09-588699-C*  
*XXIV*

**CLASS ACTION COMPLAINT**

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1 Plaintiff Anbar Holdings Ltd. (the "Plaintiff"), by its attorneys, alleges upon information  
2 and belief (said information and belief being based, in part, upon the investigation conducted by  
3 and through undersigned counsel, including a review of filings with the Securities and Exchange  
4 Commission ("SEC"), press releases, and other public information), except with respect to  
5 Plaintiff's ownership of Centex Corporation ("Centex" or the "Company") common stock and  
6 their suitability to serve as a class representative, which is alleged upon personal knowledge, as  
7 follows:  
8

9  
10 **NATURE OF THE ACTION**

11 1. Plaintiff brings this action individually and as a class action on behalf of all public  
12 shareholders of Centex for injunctive and other appropriate relief in connection with a proposed  
13 transaction whereby the Company and Pulte Homes Inc. ("Pulte") entered into an Agreement and  
14 Plan of Merger (the "Merger Agreement"), dated as of April 7, 2009, whereby Centex will be  
15 sold to Pulte and Centex's shareholders will receive 0.975 Pulte common shares for each share of  
16 Centex they own, representing an aggregate deal value of approximately \$3.1 billion, including  
17 \$1.8 billion of net debt (the "Merger" or "Proposed Transaction").  
18

19 2. The recent historical averages for Centex's stock price demonstrate that  
20 consideration being offered by Pulte is unfair and inadequate. While based on the closing price  
21 of Pulte stock on April 7, 2009, the transaction has a value of \$10.50 per Centex share,  
22 representing a premium of 32.6% to the 20-day volume weighted average trading price of  
23 Centex's shares, the \$10.50 price represents a significant discount to the trading price of the  
24 Company's common stock, which reached a 52-week high of \$26.09 and traded at \$11.16 as  
25 recently as February 6, 2009. Centex closed at \$7.62 on April 7, 2009 and on April 8, 2009  
26 Centex stock rose 18.9% to \$9.06. By contrast, Pulte stock fell 10.5% to \$9.64 on April 8, 2009.  
27  
28

1           3.       Additionally, pursuant to the Merger Agreement, a “non solicitation provision”  
2 and provision that requires the Company to pay Pulte a termination fee of \$48 million (both  
3 provisions are described in more detail below) substantially limit the Board of Director’s ability  
4 to act with respect to investigating and pursuing superior proposals and alternatives including a  
5 sale of all or part of Centex. Further, as described in more detail below, pursuant to the Rights  
6 Agreement adopted on February 24, 2009, Centex shareholders are not being compensated for  
7 the value of Centex’s extensive tax benefits as a result of this Merger which are in fact acting as  
8 a deterrent to any potential acquiror.  
9

10  
11           4.       The Individual Defendants’ action in proceeding with the Proposed Transaction is  
12 wrongful, unfair, and harmful to Centex’s public stockholders, and will deny them their right to  
13 share proportionately in the true value of Centex’s extensive land holdings, Centex’s balance  
14 sheet of \$1.7 billion in cash as of March 31, 2009, and future growth in profits and earnings.  
15

16           5.       The Individual Defendants have breached their fiduciary duties to Centex  
17 shareholders by causing the Company to enter into the Merger Agreement that provides for the  
18 sale of Centex at an unfair price, and deprives Centex’s public shareholders of maximum value  
19 to which they are entitled.  
20

21           6.       Plaintiff and the class have suffered and will suffer irreparable injury unless  
22 defendants are enjoined from breaching their fiduciary duties and from carrying out the aforesaid  
23 plan and scheme. Plaintiff seeks to enjoin defendants from approving the Merger or, in the event  
24 the Merger is consummated, recover damages resulting from defendants’ violations of their  
25 fiduciary duties of loyalty, good faith, and due care.  
26

27 ///

28 ///

**JURISDICTION AND VENUE**

1  
2 7. This Court has jurisdiction over each defendant named herein. Centex is  
3 incorporated in Nevada, and all other defendants are officers and/or directors of Centex with  
4 sufficient minimum contacts with Nevada so as to render the exercise of jurisdiction by the  
5 courts of this State permissible under traditional notions of fair play and substantial justice.  
6

7 8. Venue is proper is the Court because the claims asserted are governed by the laws  
8 of Nevada. Nevada has a distinct nexus with the alleged harm and the defendants. In addition,  
9 Centex’s registered agent is located in the County of Washoe.  
10

11  
12 **THE PARTIES**

13 9. Plaintiff has been the owner of the common stock of Centex since prior to the  
14 transaction herein complained of and continuously to date.  
15

16 10. Defendant Centex is a corporation duly organized and existing under the laws of  
17 the State of Nevada with its principal offices located at 2728 N Harwood, Dallas, TX 75201.  
18 Defendant Centex is one of the nation's leading home building companies. The Company’s  
19 leading brands include Centex Homes, Fox & Jacobs Homes and CityHomes. In addition to its  
20 home building operations, defendant Centex also offers mortgage and title services. Defendant  
21 Centex has ranked among the top three builders on FORTUNE magazine's list of "America's  
22 Most Admired Companies" for 10 straight years and is a leader in quality and customer  
23 satisfaction.  
24

25 11. Defendant Timothy R. Eller (“Eller”) has served as a director of the Company  
26 since July 2002, Chief Executive Officer (the “CEO”) since 2004 and a Chairman of the Board  
27 of Directors of the Company since 2004. Defendant Eller joined Centex Homes (“Centex  
28

1 Homes") in 1973. He became vice president of the Company's Minnesota division in 1977 and  
2 division's president in 1981. Defendant Eller was named an executive vice president of Centex  
3 Real Estate Corporation ("Centex Real Estate") and the managing partner of Centex Homes in  
4 1985 and elected as the Company's president and Chief Operating Officer (the "COO") in  
5 January 1990. In July 1991, defendant Eller was named president and CEO and assumed the  
6 position of Chairman of Centex Real Estate in April 1998, serving through April 2003, and  
7 beginning again in April 2006. In August 1998, defendant Eller also was named executive vice  
8 president of Centex, serving until April 2002 when he became president and COO.  
9

10  
11 12. Defendant Thomas J. Falk ("Falk") has served as a director of the Company since  
12 May 2003. Defendant Falk is on the Executive Committee of the Company.

13 13. Defendant David W. Quinn ("Quinn") has served as a director of the Company  
14 since 1989. Defendant Quinn retired as Vice Chairman of the Board and an employee of Centex  
15 on March 31, 2002. Defendant Quinn was elected Vice Chairman of the Board of the Company  
16 in May 1996 and was Chief Financial Officer (the "CFO") from February 1987 until June 1997  
17 and from October 1997 through May 2000. Defendant Quinn served as executive vice president  
18 of Centex from February 1987 until his election as Vice Chairman of the Board. Defendant  
19 Quinn is on the Governance Committee and Executive Committee of the Company.  
20

21  
22 14. Defendant Clint W. Murchison ("Murchison") has served as a director of the  
23 Company since 1979. Defendant Murchison is on the Audit Committee of the Company.

24 15. Defendant Barbara T. Alexander ("Alexander") has served as a director of the  
25 Company since July 1999. Defendant Alexander is a Chair of the Corporate Governance  
26 Committee of the Company.  
27  
28

1           16. Defendant Frederic M. Poses ("Poses") has served as a director of the Company  
2 since July 2001. Defendant Poses is on the Governance Committee of the Company.

3           17. Defendant Thomas M. Schoewe ("Schoewe") has served as a director of the  
4 Company since October 2001. Defendant Schoewe is on the Audit Committee of the Company.  
5

6           18. Defendant James J. Postl ("Postl") has served as a director of the Company since  
7 July 2004. Defendant Postl is a Chair of the Audit Committee.

8           19. Defendant Ursula O. Fairbairn ("Fairbairn") has served as a director of the  
9 Company since July 2005. Defendant Fairbairn is a Chair of the Compensation Committee of  
10 the Company.  
11

12           20. Defendant Matthew K. Rose ("Rose") has served as a director of the Company  
13 since July 2006. Defendant Rose is on the Compensation Committee of the Company.

14           21. The individual defendants in ¶¶ 11-20 constitute the Board of Centex (the  
15 "Individual Defendants") and, by reason of their corporate directorships and executive positions,  
16 stand in a fiduciary position relative to the Company's minority public shareholders. Their  
17 fiduciary duties, at all times relevant herein, required them to exercise their best judgment, and to  
18 act in a prudent manner, and in the best interest of the Company's shareholders. Said defendants  
19 owe the public shareholders of Centex the highest duty of good faith, fair dealing, due care,  
20 loyalty, and full candid and adequate disclosure.  
21

22           22. Defendant Pulte, a Michigan corporation, is one of America's largest home  
23 building companies with operations in 49 markets and 25 states. During its 59-year history,  
24 defendant Pulte has delivered more than 500,000 new homes. In 2008, Pulte operations ranked  
25 highest in customer satisfaction in 11 U.S. markets, the most of any homebuilder, in the annual  
26 J.D. Power and Associates(R) New Home-Builder Customer Satisfaction Study(SM). Under its  
27  
28

1 Del Webb brand, defendant Pulte is the nation's largest builder of active adult communities for  
2 people age 55 and older. Its DiVosta Homes brand is renowned in Florida for its distinctive  
3 master-planned communities. Pulte Mortgage LLC is a nationwide lender offering Pulte  
4 customers a wide variety of loan products and superior service.  
5

6 23. The Individual Defendants, Centex, and Pulte are collectively referred to herein as  
7 the "Defendants".

### 8 CLASS ACTION ALLEGATIONS

9 24. Plaintiff brings this action on its own behalf and as a class action, pursuant to  
10 Nevada Rules of Civil Procedure 23, on behalf of all shareholders of Centex (except defendants  
11 herein and any person, firm, trust, corporation or other entity related to or affiliated with any of  
12 the defendants) or their successors in interest, who have been or will be adversely affected by the  
13 conduct of defendants alleged herein.  
14

15 25. This action is properly maintainable as a class action.

16 26. The class of shareholders for whose benefit this action is brought is so numerous  
17 that joinder of all class members is impracticable. As of January 28, 2009, the Company had  
18 124,349,404 shares of common stock outstanding.  
19

20 27. There are questions of law and fact which are common to the class including,  
21 *inter alia*, the following: (a) whether defendants have breached their fiduciary and other common  
22 law duties owed them to plaintiff and the members of the class; (b) whether defendants are  
23 pursuing a scheme and course of business designed to eliminate the public shareholders of  
24 Centex in violation of the laws of the State of Nevada in order to enrich Pulte at the expense and  
25 to the detriment of the plaintiff and the other public stockholders who are members of the class;  
26 (c) whether the Proposed Transaction, hereinafter described, constitutes a breach of the duty of  
27  
28

1 loyalty, care, candor and failure to maximize shareholder value with respect to the plaintiff and  
2 the other members of the class; and (d) whether the class is entitled to injunctive relief or  
3 damages as a result of defendants' wrongful conduct.

4  
5 28. Plaintiff is committed to prosecuting this action and has retained competent  
6 counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the  
7 other members of the Class, and plaintiff has the same interests as the other members of the  
8 Class. Plaintiff is an adequate representative of the Class.

9  
10 29. The prosecution of separate actions by individual members of the Class would  
11 create the risk of inconsistent or varying adjudications with respect to individual members of the  
12 Class which would establish incompatible standards of conduct for defendants, or adjudications  
13 with respect to individual members of the Class which would, as a practical matter, be  
14 dispositive of the interests of the other members not parties to the adjudications or substantially  
15 impair or impede their ability to protect their interests.

16  
17 30. Defendants have acted in a manner causing injury to plaintiff and the Class, and,  
18 therefore, preliminary and/or final injunctive relief for the benefit of the Class as a whole is  
19 necessary and appropriate.

## 20 SUBSTANTIVE ALLEGATIONS

### 21 Background

22  
23 31. Defendant Centex is one of the nation's leading home building companies. In  
24 addition to its home building operations, defendant Centex also offers mortgage and title  
25 services. Defendant Centex has ranked among the top three builders on FORTUNE magazine's  
26 list of "America's Most Admired Companies" for 10 straight years and is a leader in quality and  
27 customer satisfaction.  
28

1           32.     On February 24, 2009, the Executive Committee of the Board of Directors of the  
2 Company declared a dividend of one preferred share purchase right (a "Right") for each  
3 outstanding share of common stock, par value \$.25 per share. The rights agreement, between the  
4 Company and Mellon Investor Services LLC, as Rights Agent, was designed to protect Centex  
5 from the potential impairment of its tax loss-carry-forwards (the "Tax Benefits") in the event of  
6 "ownership change" in accordance with Internal Revenue Code rule §382 ("IRC") (the "Rights  
7 Agreement"). Pursuant to the 8-K filed by the Company with the SEC on February 24, 2009:  
8

9           *The Board adopted the Rights Plan in an effort to protect stockholder  
10 value by attempting to protect against the possible limitation on our  
11 ability to use net operating loss carry-overs, capital loss carry-overs,  
12 general business credit carry-overs, alternative minimum tax credit  
13 carry-overs and foreign tax credit carry-overs, as well as any "net  
14 unrealized built-in losses" within the meaning of Section 382 of the  
15 Internal Revenue Code, of the Company (collectively, "Tax Benefits") to  
16 reduce potential future federal and state income tax obligations. We  
17 have experienced and continue to experience substantial operating losses,  
18 and under the Internal Revenue Code and rules adopted by the Internal  
19 Revenue Service, and certain states, the Company may "carryforward"  
20 these losses in certain circumstances to offset any current and future  
21 earnings and thus reduce the Company's federal and state income tax  
22 liability. To the extent that the Tax Benefits do not otherwise become  
23 limited, we believe that the Company will be able to carry forward a  
24 significant amount of the Tax Benefits and therefore these Tax Benefits  
25 could be a substantial asset to the Company. *However, if we experience  
26 an "Ownership Change," as defined in Section 382 of the Internal  
27 Revenue Code, the Company's ability to use the Tax Benefits will be  
28 substantially limited or delayed, which could therefore significantly  
impair the value of that asset.**

23           The Rights Plan is intended to act as a deterrent to any person or group  
24 acquiring 4.9% or more of our outstanding Common Stock (an "Acquiring  
25 Person") without the approval of the Board. Stockholders who own 4.9%  
26 or more of the Company's outstanding Common Stock as of the close of  
27 business on February 24, 2009 will not trigger the Rights Plan so long as  
28 they do not (i) acquire additional shares of Common Stock representing  
(a) one-half of one percent (0.5%) or more of the shares of Common Stock  
then outstanding (if they have continuously owned 5.0% or more since  
February 24, 2009) or (b) such number of additional shares of Common  
Stock as long as the aggregate shares owned by such stockholder is less

1 than 5.0% (if they have not continuously owned 5.0% or more) or (ii) fall  
2 under 4.9% ownership of Common Stock and then re-acquire shares that  
3 in the aggregate equal 4.9% or more of the Common Stock. A 4.9% limit  
4 has been included in the Rights Plan because the tests for an "Ownership  
5 Change" under Section 382 are measured in part by changes in the  
6 ownership by stockholders owning 5% or more of our Common  
7 Stock. The Rights Plan does not exempt any future acquisitions of  
8 Common Stock by Acquiring Persons. The Board may, in its sole  
9 discretion, exempt any person or group from being deemed an Acquiring  
10 Person for purposes of the Rights Plan if it determines the acquisition by  
11 such person or group will not jeopardize tax benefits or is otherwise in the  
12 Company's best interests. [Emphasis added]

13 33. Under the Rights Agreement, for each common share held, shareholders were  
14 awarded a preferred share purchase right. These preferred share rights become exercisable upon  
15 any ownership change, thus protecting Centex's tax benefits and acting as deterrent to any  
16 potential acquirer.

#### 17 The Merger

18 34. On April 8, 2009, the Company issued a joint press release with Pulte announcing  
19 the Merger Agreement, dated as of April 7, 2009, whereby Centex will be sold to Pulte and  
20 Centex's shareholders will receive 0.975 Pulte common shares for each share of Centex they  
21 own, representing an aggregate deal value of approximately \$3.1 billion, including \$1.8 billion  
22 of net debt. The Boards of both Centex and Pulte unanimously approved the Proposed  
23 Transaction, which is expected to close in the third quarter of 2009.

24 35. The April 8, 2009 press release entitled "Pulte and Centex to Merge Creating  
25 America's Largest Homebuilding Company" stated in relevant part:

26 Bloomfield Hills, Mich. and Dallas, April 8, 2009 – Pulte Homes, Inc.  
27 (NYSE: PHM) and Centex Corporation (NYSE: CTX) announced today  
28 that their respective boards of directors have unanimously approved a  
definitive merger agreement under which Pulte and Centex will combine  
in a stock-for-stock transaction valued at \$3.1 billion, including \$1.8  
billion of net debt.

1 In calendar year 2008, Pulte and Centex delivered more than 39,000  
2 closings with combined pro forma revenues of \$11.6 billion. The  
3 combined company will have the strongest liquidity position among its  
4 peer group with more than \$3.4 billion of cash as of March 31, 2009.  
Pulte and Centex ended March with approximately \$1.7 billion of cash  
each.

5 Under the terms of the agreement, Centex shareholders will receive 0.975  
6 shares of Pulte common stock for each share of Centex they own. Based  
7 on the closing price of Pulte stock on April 7, 2009, the transaction has a  
8 value of \$10.50 per Centex share, representing a premium of 32.6% to the  
9 20-day volume weighted average trading price of Centex's shares. The  
10 combined company currently would have an equity market capitalization  
11 of \$4.1 billion and an enterprise value of \$7.2 billion. Upon closing of the  
transaction, Pulte shareholders will own approximately 68% of the  
combined company, and Centex shareholders will own approximately  
32%.

12 "Combining these two industry leaders with proud legacies into one  
13 company puts us in an excellent position to navigate through the current  
14 housing downturn, poised to accelerate our return to profitability," said  
15 Pulte President and Chief Executive Officer Richard J. Dugas, Jr.  
16 "Centex's significant presence in the entry level and move-up categories is  
17 complemented by Pulte's strength in both the move-up and active adult  
18 segments, the latter through our popular Del Webb brand. Together we  
will have considerable presence in more than 59 markets across America.  
In addition, both organizations share an unwavering focus on delivering  
unparalleled customer satisfaction, maximizing the influence of strong  
brands and setting new standards of achievement in operational efficiency.

19 "The combination will also allow us to capitalize on the opportunities  
20 presented by the addition of Centex's land positions to Pulte's, including  
21 Centex's sizable holdings in both Texas and the Carolinas, two areas that  
22 continue to exhibit strength in the face of today's difficult housing  
market."

23 Centex Chairman and Chief Executive Officer Timothy Eller said, "Today  
24 represents a significant milestone in this industry's history as two leading  
25 companies join forces. We share common cultures and rich traditions of  
26 delivering quality and value, doing the right thing and exceeding the  
expectations of our customers. We're proud to begin writing this next  
chapter together.

27 "We are always looking for the best way to deliver more value to all our  
28 stakeholders and drive the company forward. We have had a high regard  
for the Pulte management team and their performance during this

1 downturn, and I strongly believed that our organizations would  
2 complement each other's strengths. My conversations with Richard  
reinforced that conviction.

3 "We believe this is the right combination at the right time in the business  
4 cycle. By acting decisively now, we're creating unrivaled firepower to  
5 capitalize on the opportunities in homebuilding that are now becoming  
6 visible on the horizon. We will have a deeper and more expanded  
7 presence that we are confident will allow us to begin realizing the benefits  
8 of our combined scale immediately. Moreover, our shareholders will  
receive an immediate premium for their shares as well as participate in the  
upside potential of the combined company."

### 9 **Complementary Portfolio of Brands**

10 The combination of Pulte and Centex will offer exceptional homes in  
11 well-designed communities that meet the desires of a cross-section of  
12 customers, ranging from first-time buyers to Baby Boomers. Fox &  
13 Jacobs Homes, Centex Homes, Pulte Homes, DiVosta Homes and Del  
14 Webb are all top brands known by entry level, first move-up, second  
15 move-up and active adult purchasers throughout the nation. This powerful  
16 brand lineup is consistent with Pulte's vision of creating the industry's  
best and most-recognized brands, and leveraging their presence across  
America. The combined organization will expand its geographic footprint  
to cover 59 markets, 29 states and the District of Columbia.

17 The two companies are the industry's recognized leaders in customer  
18 satisfaction. They are the only homebuilders to have received the  
19 Platinum Award from J.D. Power & Associates for excellence in customer  
satisfaction.

### 20 **Efficiencies and Cost Savings**

21 Pulte expects that efficiency gains and other savings from this transaction  
22 should generate cost reductions of approximately \$350 million annually,  
23 consisting of approximately \$250 million in overhead savings and \$100  
24 million in debt expense relief, resulting from the expected retirement of  
25 debt maturities in excess of \$1 billion prior to year-end 2009. The  
26 company expects to realize a significant portion of the estimated cost  
27 savings during the first full year of operations after the transaction is  
completed, with the full amount realized by the third year. Pulte also  
28 expects to realize additional savings opportunities through production  
efficiencies and purchasing synergies.

The companies have confidence in the ability to achieve the estimated  
efficiencies and cost savings based on Pulte's successful track record of

1 integration, including its acquisition of Del Webb in 2001. That  
2 acquisition, the largest of its kind at the time, helped make Pulte the  
3 number-one builder of active adult communities in America, the fastest-  
growing segment of home buying.

4 36. Under the terms of the Merger Agreement, upon completion of the transaction,  
5 Dugas will assume the positions of Chairman, President and CEO of Pulte. Defendant Eller will  
6 join the Board of Directors of Pulte as Vice Chairman and will serve as a consultant to the  
7 company for two years following the close of the Merger. The Board of Directors of Pulte will  
8 be expanded and will include four current members from the Centex Board, including defendant  
9 Eller, and eight members of the current Pulte board, including company founder and current  
10 Pulte Chairman - William J. Pulte ("William Pulte").  
11

12 37. The transaction is subject to approval by Pulte and Centex shareholders and the  
13 satisfaction of customary closing conditions and regulatory approvals, including expiration or  
14 termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust  
15 Improvements Act of 1976, as amended. Certain Pulte and Centex officers and directors,  
16 including William Pulte, have agreed to vote their shares in favor of the transaction.  
17

18 38. Citi acted as lead financial advisor and Banc of America Securities and Merrill  
19 Lynch and J.P. Morgan Securities Inc. acted as financial advisors to Pulte and Sidley Austin LLP  
20 acted as legal advisor. Goldman, Sachs & Co. acted as financial advisor to Centex and Wachtell,  
21 Lipton, Rosen & Katz acted as legal advisor.  
22

23 39. The recent historical averages for Centex's stock price demonstrate that  
24 consideration being offered by Pulte is unfair and inadequate. While based on the closing price  
25 of Pulte stock on April 7, 2009, the transaction has a value of \$10.50 per Centex share,  
26 representing a premium of 32.6% to the 20-day volume weighted average trading price of  
27 Centex's shares, the \$10.50 price represents a significant discount to the trading price of the  
28

1 Company's common stock, which reached a 52-week high of \$26.09 and traded at \$11.16 as  
2 recently as February 6, 2009. Centex closed at \$7.62 on April 7, 2009 and on April 8, 2009  
3 Centex stock rose 18.9% to \$9.06. By contrast, Pulte stock fell 10.5% to \$9.64 on April 8, 2009.  
4

5 40. The Proposed Transaction serves no legitimate business purpose of Centex but  
6 rather is an attempt by defendants to enable Pulte to benefit unfairly from the transaction at the  
7 expense of Centex's public shareholders. The proposed plan will, for a grossly inadequate  
8 consideration, deny plaintiff and the other members of the class their right to share  
9 proportionately in the future success of Centex and its valuable assets, while permitting Pulte to  
10 reap huge benefits from the transaction.  
11

12 41. Further, Section 7.2 of the Merger Agreement imposes a termination fee of \$48  
13 million (the "Termination Fee") that the Company will be required to pay Pulte under specified  
14 circumstances. This Termination Fee is a deterrent to other potential bidders and provides  
15 defendants with an unearned windfall at the expense of the Company's public shareholders if a  
16 superior bid emerges. Section 7.2 Termination Fees provides as follows:  
17

18 (a) If this Agreement is terminated by the Company pursuant to  
19 Section 7.1(h), then the Company shall pay to Parent \$48 million  
20 concurrently with any such termination.

21 (b) If this Agreement is terminated by Parent pursuant to Section 7.1(j),  
22 then the Company shall pay to Parent \$48 million as promptly as possible  
(but in any event within three business days) thereafter.

23 42. Sections 7.1(h) and (j) refer to the Company's acceptance of a superior proposal  
24 and a change of recommendation by the board of directors that would cause the Company to pay  
25 to Parent the \$48 million.

26 43. Additionally, Section 5.4 Non-Solicitation of the Merger Agreement provides as  
27 follows:  
28

1 (a) Subject to Sections 5.4(b)-(k), the Company agrees that neither it nor  
2 any of its Subsidiaries shall, and that it shall direct its and their respective  
3 Representatives not to, and shall not publicly announce any intention to,  
4 directly or indirectly, (i) solicit, initiate or knowingly encourage any  
5 inquiries with respect to, or the making or submission of, any Alternative  
6 Proposal, (ii) participate in any negotiations regarding an Alternative  
7 Proposal with, or furnish any nonpublic information regarding an  
8 Alternative Proposal to any person that has made or, to the Company's  
9 knowledge, is considering making an Alternative Proposal, (iii) engage in  
10 discussions regarding an Alternative Proposal with any person, except to  
11 notify such person as to the existence of the provisions of this Section 5.4,  
12 (iv) submit to a vote of its stockholders, approve, endorse or recommend  
13 any Alternative Proposal or (v) enter into any letter of intent or agreement  
14 in principle or any agreement providing for any Alternative Proposal  
15 (except for confidentiality agreements permitted under Section 5.4(c)).

16 \* \* \*

17 (e) Notwithstanding anything to the contrary in this Agreement...The  
18 Company Board shall not make a Company Change of Recommendation  
19 unless the Company has, three business days in advance (the "Notice  
20 Period"), provided a written notice to Parent (a "Notice of Superior  
21 Proposal") advising Parent that the Company Board has received a  
22 Superior Proposal, specifying the material terms and conditions of such  
23 Superior Proposal, identifying the person making such Superior Proposal  
24 and providing copies of any agreements intended to effect such Superior  
25 Proposal; provided, however, that if during the Notice Period any  
26 revisions are made to the Superior Proposal and such revisions are  
27 material (it being understood and agreed that any change to consideration  
28 with respect to such proposal is material), the Company shall provide  
written notice of such revisions to Parent and the Notice Period shall be  
extended by one business day.

44. Therefore, Sections 5.4 and 7.2 of the Merger Agreement substantially limits the  
Board's ability to act with respect to investigating and pursuing superior proposals and  
alternatives including a sale of all or part of Centex.

45. Further, according to the final investor call transcript filed by the Company on  
April 9, 2009, under the Rights Agreement adopted on February 24, 2009, Centex shareholders  
are not being compensated for the value of Centex's extensive Tax Benefits as a result of the  
Merger:

1 Ivy Zelman:

2 ... In other words, just a quick question on the NOLs with the change in  
3 control trigger. What percent of Centex NOLs we'll be able to use, if at  
4 all. A lot of questions in there but I promise I'm done and I'll go to let  
somebody go after me. So thank you.

5 \* \* \*

6 Roger Cregg:

7  
8 *Yes, on the question of NOLs, Section 382 does limit the ability to use*  
9 *those NOLs. But the limitation is basically for five years and then if you*  
10 *still own assets after the five years, it becomes unlimited. So you know*  
11 *for the Centex portion, definitely limited for the first five years itself.*  
[Emphasis added]

12 46. Therefore, because of the IRC's §380 limitations upon Pulte's use of the Tax  
13 Benefits, Centex shareholders are not getting any Tax Benefits in the Merger.

14 47. Moreover, Individual Defendants are motivated by their desire to secure personal  
15 benefits as a result of the Proposed Transaction. Specifically, upon completion of the Merger,  
16 defendant Eller will join the Board of Directors of Pulte as Vice Chairman. The Board of  
17 Directors of Pulte will be expanded and will include four current members from the Centex  
18 Board, including defendant Eller, and eight members of the current Pulte board. Additionally,  
19 defendant Eller will serve as a consultant to Pulte for two years following the close of the Merger  
20 and as a result he is guaranteed \$2.1 million in cash over the next two years and an additional  
21 650,000 stock options in Pulte.

22  
23 48. The Individual Defendants' actions in proceeding with the Proposed Transaction  
24 are wrongful, unfair, and harmful to Centex's public stockholders, and will deny them their right  
25 to share proportionately in the true value of Centex's valuable assets, profitable business, and  
26 future growth in profits and earnings. The Individual Defendants have breached their fiduciary  
27 duties to Centex shareholders and failed to maximize shareholder value by causing the Company  
28

1 to enter into the Merger Agreement that provides for the sale of Centex at an inadequate price,  
2 and deprives Centex's public shareholders of maximum value to which they are entitled.

3  
4 **COUNT ONE**

5 **Breach of Fiduciary Duty Against Individual Defendants**

6 49. Plaintiff adopts by reference as if set forth fully herein each of the foregoing  
7 allegations.

8 50. The Individual Defendants have violated the fiduciary duties of care to the public  
9 stockholders of Centex.

10 51. Plaintiff and the Class will suffer irreparable injury as a result of the Individual  
11 Defendants' actions.

12 52. Unless enjoined by this Court, the Individual Defendants will continue to breach  
13 their fiduciary duties owed to plaintiff and the Class, and may consummate the Proposed  
14 Transaction to their irreparable harm.

15 53. Plaintiff and the members of the Class have no adequate remedy at law. Only  
16 through the exercise of this Court's equitable powers can Plaintiff and the Class be fully  
17 protected from the immediate and irreparable injury which Defendants' actions threaten to  
18 inflict.  
19  
20

21 **COUNT TWO**

22 **Aiding And Abetting Against Defendant Centex and Pulte**

23 54. Plaintiff incorporates by reference as if fully set forth herein each of the foregoing  
24 allegations.

25 55. Defendant Centex and Pulte have knowingly aided and abetted the breaches of  
26 fiduciary duty committed by the Individual Defendants to the detriment of Centex's public  
27  
28

1 shareholders. Indeed, the proposed merger could not take place without the active participation  
2 of defendants Centex and Pulte, who will be unjustly enriched absent relief in this action.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment, as follows:

5  
6 A. Determining that this action is a proper class action, and that Plaintiff is a proper  
7 class representative and appointing Plaintiff's Counsel as Class Counsel;

8 B. Enjoining Defendants, temporarily and permanently, from taking any steps to  
9 consummate the Proposed Transaction, unless and until the Individual Defendants adopt and  
10 implement a procedure to obtain the highest possible price for the Company in compliance with  
11 their fiduciary duties;

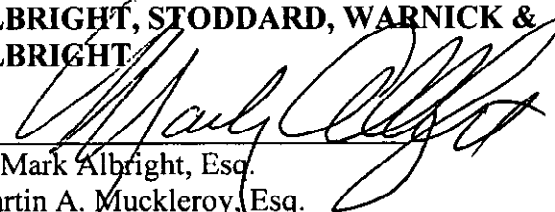
12  
13 C. Directing defendants, jointly and severally, to account to plaintiff and the Class  
14 for all damages suffered and to be suffered by them as a result of the wrongs complained of  
15 herein;

16  
17 D. Awarding plaintiff the costs of this action, including a reasonable allowance for  
18 plaintiff's attorneys' and experts' fees; and

19 E. Granting such other and further relief as may be just and fair in the premises.

20 Dated: April 27<sup>th</sup>, 2009

21 **ALBRIGHT, STODDARD, WARNICK &  
22 ALBRIGHT**

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