

620160857

Case No. _____

5. The following persons should also be on this Order. As stated in number 4, the Defendant is a danger to them:

N/A	(/ /)	N/A	(/ /)
	Birth Date		Birth Date
N/A	(/ /)	N/A	(/ /)
	Birth Date		Birth Date

6. Defendant should be ordered to stay away from these locations, at all times, even when I am not present:

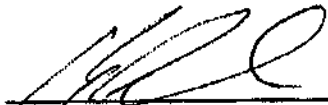
- ☒ Home Plaintiff's residence located at 821 N Barbara Worth Dr., Tucson, AZ 85710
- ☒ Work Plaintiff's place of work located the sales offices at the entrance of E Placita Rancho Soldados
- ☒ School/Other Plaintiff's other business located at 2075 E Benson Highway, Tucson, AZ 85714

7. ☐ If checked, because of the risk of harm, order the defendant NOT to possess firearms or ammunition.

8. ☐ If checked, order the Defendant to participate in domestic violence counseling or other counseling. This can be ordered only after a hearing of which Defendant had notice and an opportunity to participate.

9. Other: _____

Under penalty of perjury, I swear or affirm the above statements are true to the best of my knowledge, and I request an Order / Injunction granting relief as allowed by law.



Plaintiff

Attest:



Judicial Officer / Clerk / Notary

FEB 22 2016

Date

APR 22 2016

TONI L. HELLON, Clerk
A. Jackson

Deputy

ARIZONA SUPERIOR COURT IN PIMA COUNTY, 110 W CONGRESS ST, TUCSON, AZ 85701
CIVIL DEPARTMENT ROOM 131A (520) 724-3210

**INJUNCTION AGAINST
HARASSMENT**

☒ Amended Order

☐ Dating relationship, no law enforcement service fee

Case No. **C20160857**

Court ORI No. **AZ010015J**

County **PIMA** State **AZ**

Former Case No. _____

PLAINTIFF

VICKY PUCHI-SAAVEDRA

First Middle Last

PLAINTIFF IDENTIFIERS

04-11-1962

Date of Birth of Plaintiff

And/or on behalf of minor family member(s) and other Protected Person(s): (List name and DOB.)

V.

DEFENDANT

AHMAD ZARIFI

First Middle Last

Defendant/Plaintiff Relationship: **Other**

BUSINESS

Defendant's Address : **3400 E FINGER ROCK CIRCLE
TUCSON, ARIZONA 85718**

DEFENDANT IDENTIFIERS

SEX	RACE	DOB	HT	WT
M	Other	64 YOA	6'0"	200
EYES	HAIR	Arizona Prohibits Release of Social Security Numbers		
Brown	Gray			
DRIVER'S LICENSE #		STATE	EXP DATE	

CAUTION: ☐ Weapon Alleged in Petition
☐ Estimated Date of Birth

WARNINGS TO DEFENDANT: This Injunction shall be enforced, even without registration, by the courts of any state, the District of Columbia, any U.S. Territory, and may be enforced by Tribal Lands (18 U.S.C. § 2265). Crossing state, territorial, or tribal boundaries to violate this Injunction may result in federal imprisonment (18 U.S.C. § 2262). Federal law provides penalties for possessing, transporting, shipping, or receiving any firearm or ammunition (18 U.S.C. § 922(g)(8)). Only the Court, in writing, can change this Injunction.

This Injunction is effective for one year from date of service. **VERIFY VALIDITY (call Holder of Record):**

Pima County Sheriff's Office, Phone: (520) 351-4625

THE COURT HEREBY FINDS:

- ☐ That it has jurisdiction over the parties and subject matter.
☐ Defendant received actual notice of this Hearing and had an opportunity to participate.
Additional findings of this Injunction and warnings are set forth on the next page(s).

THE COURT, FINDING REASONABLE CAUSE, HEREBY ORDERS:

- ☒ **NO CRIMES.** Defendant shall not commit any act of "harassment" against Plaintiff or Protected Person(s).
☒ **NO CONTACT.** Defendant shall have no contact with Plaintiff except through attorneys, legal process, court hearings, and as checked: ☐ Phone ☐ Email/Fax ☐ Mail ☐ Other: _____
☐ **NO CONTACT.** Defendant shall have no contact with Protected Person(s) except through attorneys, legal process, court hearings and as checked: ☐ Phone ☐ Email/Fax ☐ Mail ☐ Other: _____

THE COURT FURTHER ORDERS:

PROTECTED LOCATIONS. Defendant shall not go to or near the Plaintiff's or other Protected Person's:

- ☒ Residence (leave blank if confidential): 821 N. Barbara Worth, Tucson AZ 85710
☒ Workplace (leave blank if confidential): Sales Office at entrance of E. Pacific Rancho (100
☒ School / Other: 2075 E. Benson Hwy, Tucson, AZ 85714 other addr)

OTHER ORDERS. Defendant may be present at Rancho Soldado
but must remain 200 feet from Plaintiff
at all times.

4/22/16
Date

S ———
Judicial Officer

HON. BREARCLIFFE, SEAN E.
Printed Name

ADDITIONAL WARNINGS TO DEFENDANT:

This is an official Court Order. If you disobey this Injunction (even if the Plaintiff contacts you), you may be arrested and prosecuted for the crime of interfering with judicial proceedings and any other crime you may have committed in disobeying this Injunction. Violations of this Injunction should be reported to a law enforcement agency, not the Court. Both parties must notify this Court if an action for dissolution (divorce), separation, annulment or paternity/maternity is filed. This is NOT a parenting time (visitation) or custody order. You must file those requests separately in Superior Court. If you disagree with this Injunction, you have the right to request a hearing which will be held within 10 business days after your written request has been filed in the Court that issued this Injunction. Nothing the Plaintiff does can stop, change, or undo this Injunction without the Court's written approval. You must appear in Court to ask a judge to modify (change) or quash (dismiss) this Injunction. Even if the Plaintiff initiates contact, you could be arrested and prosecuted for violating this protective order. If you do not want the Plaintiff to contact you, you have the right to request a protective order against the Plaintiff. However, orders are not automatically granted upon request. Legal requirements must be met.

12/21/2017 4:25:21 PM

BY: ALAN WALKER
DEPUTY

Case No. C20175967
HON. BRENDEN J GRIFFIN

1 LAW OFFICES OF MALCOLM K. RYDER, LC
2 *Malcolm K. Ryder, Esq.*
3 203 W. Cushing Street Tucson AZ 85701
4 Voice: (520) 326-0415 / Fax: (520) 617-0853
5 E-mail: malcolm@mrtucsonlegal.com
6 State Bar #010439 // Pima Co. #50312

7 Attorney for Plaintiff

8 **IN THE SUPERIOR COURT OF ARIZONA**

9 **In and For the County of Pima**

10 **EMPIRE TAX FUND VI LLC,**
11 **Plaintiff,**

12 **vs.**

13 **WALID A. ZARIFI; BETH FORD, Pima**
14 **County Treasurer and ex-officio Tax**
15 **Collector; John Does 1 through 5; Jane**
16 **Does 1 through 5; ABC Corporations;**
17 **XYZ Partnerships; Government Entities**
18 **1 through 5; Unknown Heirs, Devisees,**
19 **Assigns and Personal Representatives**
20 **of any defendants, if deceased;**

21 **Defendants.**

22 **Case No.:**

23 **VERIFIED COMPLAINT**

24 (Unclassified Civil)

25 *Assigned to:*

26 Plaintiff alleges as follows:

27 **JURISDICTION**

28 1. This Court has jurisdiction because this suit involves real property in Pima County. The real property (hereinafter "the Property") is legally described as follows:

29 **DEER RUN RANCH ESTATES LOT 8**

30 The Property is further identified by Arizona Tax Parcel Code No. 108-02-0220.

31 **CLAIM FOR RELIEF**

32 **(QUIET TITLE & PROPERTY TAX LIEN FORECLOSURE)**

33 2. Plaintiff does business in Pima County, Arizona.

34 3. Plaintiff is informed and therefore alleges that Defendant, Walid A. Zarifi, is the owner of the Property because of a document(s) recorded @ 11715 Page 5106 in the Records of Pima County.

1 4. Jane Doe No. 1 is the spouse of Walid A. Zarifi, if any such spouse exists, and
2 has a presumptive community property interest in the Property that is subject to being
3 foreclosed by this lawsuit and leave to amend will be requested if and when her
4 existence and identity becomes known to Plaintiff.

5 5. The fictitiously named defendants to this lawsuit include the heirs and devisees
6 of the owner of the Property (if deceased) and the interests of any such fictitiously
7 named defendants are subject to being foreclosed by this lawsuit

8 6. The fictitiously named people or entities to this lawsuit are individuals and entities
9 of any legal form presently unknown that may have an interest in the Property. The
10 interest(s) of all such defendants are subject to being foreclosed herein.

11 7. Defendant, Beth Ford, in her capacity as Pima County Treasurer and *ex-Officio*
12 Tax Collector, is the public officer of Pima County who is responsible for the collection
13 of real property taxes such as are the subject herein.

14 8. Plaintiff purchased and/or received an assignment of a real property tax lien on
15 the Property for delinquent real property taxes imposed upon the Property pursuant to
16 law. Plaintiff's lien is evidenced by Certificate of Purchase No. 1402566 in the records
17 of the Treasurer of Pima County. Delinquent taxes, penalties, charges, and interest
18 covered by the lien have not been redeemed and/or paid.

19 9. Plaintiff has given the statutory notice of this suit as required by law.

20 10. Plaintiff is entitled to fee simple ownership of the Property.

21 11. Pursuant to A.R.S. § 42-17153(C)(3), Plaintiff's lien on the Property for
22 delinquent taxes, interest, penalties, and charges is prior and superior to all other liens
23 and encumbrances on the Property, except: (a) Liens or encumbrances held by this
24 state & (b) Liens for taxes accruing in any other years.

25 12. Plaintiff's lien includes Plaintiff's reasonable attorney's fees and costs of this suit
26 (if the taxes are redeemed prior to judgment) and such lien is prior and superior to any
27 claim of homestead.

28 13. The claim(s) of each of the Defendants herein constitute a cloud upon Plaintiff's
title to the Property. Plaintiff is entitled to have each and every such claim foreclosed,

1 barring each such Defendant henceforth from claiming any right, title and/or interest in
2 the Property, including but not limited to any right or rights of redemption.

3 14. Plaintiff has incurred costs, which may include but are not limited to costs for a
4 litigation guarantee on the Property and will continue to incur costs together with
5 reasonable attorney's fees for bringing and prosecuting this suit.

6 **THEREFORE, Plaintiff requests this Court's judgment as follows:**

7 A. Finding that the sale and/or assignment of the real property tax lien on the
8 Property for delinquent real property taxes, penalties, charges, and interest covered by
9 the lien is valid;

10 B. Finding that the Property has not been redeemed by any of the Defendants
11 herein or any eligible person;

12 C. Finding that Plaintiff is entitled to fee simple title to the Property free of any claim
13 or claims of any of the Defendants herein or any person or entity claiming through them,
14 except the Pima County Treasurer, including any right or rights of redemption;

15 D. Ordering foreclosure of any and all rights, title, and/or interest of any of the
16 Defendants herein or any person or entity claiming through any of them, except the
17 Pima County Treasurer, in the Property, including but not limited to any right or rights of
18 redemption, and barring each of them from further claiming any right, title, and/or
19 interest in the Property, except the Pima County Treasurer;

20 E. Ordering the Pima County Treasurer to expeditiously execute and deliver to
21 Plaintiff a deed conveying the Property described in the Certificate of Purchase to
22 Plaintiff pursuant to A.R.S. § 42-18204 and in the form prescribed by A.R.S. § 42-18205
23 upon delivery of a certified copy of the judgment ordering the same and payment of
24 \$50.00 per parcel;

25 F. If any Defendant(s), including any agents, officers, assigns, or attorneys of any
26 Defendants herein, redeems the Property after being served with this lawsuit but prior to
27 entry of judgment foreclosing the rights of redemption of such defendant, then ordering
28 judgment in favor of Plaintiff and against such defendant for Plaintiff's costs and
reasonable attorney's fees incurred herein pursuant to A.R.S. §42-18206 and further

1 declaring such costs and reasonable attorney's fees to be a lien on the Property,
2 pursuant to A.R.S. § 42-17153, while ordering that such lien for attorney's fees and
3 costs be foreclosed, and ordering that a Writ of Special Execution issue commanding
4 that the Property be sold toward satisfaction of such award;

5 G. In the event that the sale and/or assignment of the real property tax lien on the
6 Property is found to be invalid or improper for any reason not known to Plaintiff, then
7 ordering that the costs and expenses incurred by Plaintiff in the purchase of such real
8 property tax lien be paid by the Pima County Treasurer;

9 H. Granting such other and further relief as is proper and equitable under the
10 circumstances.

11 Dated: December 21, 2017

12 LAW OFFICES OF MALCOLM K. RYDER, LC

13 
14 By: Malcolm K. Ryder

15 VERIFICATION

16 STATE OF ARIZONA

} ss.

17 COUNTY OF Pima

18 Malcolm K. Ryder, under penalty of perjury pursuant to Ariz. R. Civ. P. 80(c) states:

19 That I am the Attorney for Plaintiff in the above-captioned matter, and I have read the foregoing
20 Verified Complaint and that the information contained therein is true and correct of my own knowledge and
21 belief.

22 Dated: December 21, 2017

23 
24 Malcolm K. Ryder

FILED

09 AUG 17 PM 4:48

PATRICIA A. NOLAND
CLERK, SUPERIOR COURT

BY: Michael Muske
DEPUTY
Michael Muske

1 GOLDSCHMIDT LAW FIRM
2 4558 North First Avenue, Suite 150
3 Tucson, Arizona 85718
4 (520) 622-5145
5 office@goldschmidtlawfirm.com

6 Carolyn B. Goldschmidt, Esq.
7 Attorney for Plaintiff

8 Pima County Computer No. 21324
9 State Bar of Arizona No. 011499

10 SUPERIOR COURT OF THE STATE OF ARIZONA

11 IN AND FOR THE COUNTY OF PIMA

12 ALTA VISTA PROPERTY
13 ASSOCIATION, INC., an Arizona
14 non-profit corporation,

15 Plaintiff,

16 vs.

17 WALID ZARIFI, a single man,
18 Defendant.

No. **C20096486**

COMPLAINT AND PETITION FOR
INJUNCTIVE RELIEF

ASSIGNED TO:

MICHAEL MILLER

19 Plaintiff ALTA VISTA PROPERTY ASSOCIATION, INC., an Arizona
20 non-profit corporation, by and through its counsel undersigned, for its
21 cause of action against Defendant WALID ZARIFI, a single man, alleges as
22 follows:

23 COUNT ONE
24 GENERAL ALLEGATIONS

25 1. Plaintiff is an Arizona non-profit corporation and was formed
26 as an Association of property owners. Plaintiff has the responsibility
27 for maintaining, regulating, and preserving all common areas within the
28 Pima County subdivision known as Alta Vista Village II (among other
subdivision that are not pertinent to this action), for maintaining the
harmony and integrity of the community that it governs, and for
upholding the governing documents that apply to all Lots within Alta
Vista Village II.

PAID

J-1

1 2. It is believed, and therefore alleged, that the Defendant is
2 the owner of the real property located at 6143 E. Avenida de Kira,
3 Tucson, Pima County, Arizona, Pima County Parcel #109-29-3280 (the
4 "Subject Property"), which is legally described as:

5 Lot 18 of ALTA VISTA VILLAGE II, according to the map
6 recorded in Book 50 of Maps, page 17 records of Pima
7 County, Arizona.

8 3. By virtue of its ownership of the Subject Property, Defendant
9 is a member of Plaintiff Association.

10 4. All acts complained of herein occurred in Pima County,
11 Arizona.

12 5. Defendant took title to the Subject Property subject to the
13 *Declaration of Covenants, Conditions and Restrictions for Alta Vista*,
14 recorded in Docket 7479 at Page 1005 et seq., and all amendments thereto
15 (hereinafter, the "Declaration"). Said Declaration is attached hereto,
16 marked as Exhibit "A," and incorporated herein by this reference.

17 **COUNT TWO**
18 **INJUNCTIVE RELIEF**

19 Plaintiff repleads the allegations set forth in Count One as though
20 fully set forth herein.

21 6. Defendant has failed to maintain the Subject Property in
22 violation of Article VIII, Section 5, and Article XIII, Section 14 of
23 the Declaration.

24 7. Despite notices from Plaintiff requesting that Defendant
25 corrects the aforesaid violation, Defendant has failed and refused to
26 comply.

27 8. Plaintiff Association uniformly has enforced the Declaration.

28 9. Plaintiff has no adequate remedy at law for the irreparable harm
and damage done by Defendant in violating the Declaration.

1 10. Article XIV, Section 2 of the Declaration states that
2 Plaintiff is entitled to enforce the restrictions in the Declaration by
3 proceedings at law or in equity..

4 11. Article XIV, Section 1 of the Declaration states that the
5 prevailing party in this action is entitled to its attorneys fees, costs
6 and expenses incurred; and Section 7.3 of the First Amendment to the
7 Declaration authorizes Plaintiff's Board of Directors to levy an
8 individual assessment on an owner when the Association must take legal
9 action to enforce compliance of the Declaration.

10 12. This action arises under contract; therefore, pursuant to
11 A.R.S. 12-341.01 and the Declaration, Plaintiff is entitled to a
12 reasonable sum as and for attorneys' fees incurred in bringing this
13 action, but in an amount not less than \$1,500.00.

14 WHEREFORE, Plaintiff prays for judgment against Defendant WALID
15 ZARIFI, a single man, as follows:

16 A. For a preliminary injunction requiring Defendant to correct all
17 violations of the Declaration that exist on the Subject Property as of
18 the date of judgment entered herein;

19 B. For an order permanently and perpetually enjoining and
20 restraining the Defendant, its agents and all persons claiming by or
21 under it from violations that are proven at the hearing or trial on this
22 matter;

23 C. For an award of court costs;

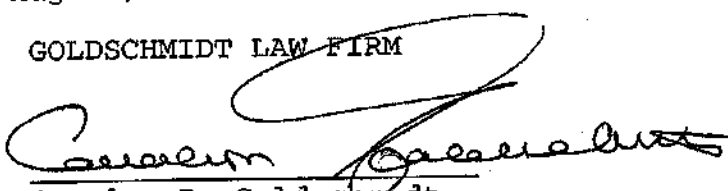
24 D. For an award of reasonable attorney fees, but not less than
25 \$1,500.00; and

26 E. For interest at the rate of ten percent (10%) per annum on all
27 amounts awarded under any preliminary injunction or judgment entered
28 herein.

1 F. For such other and further relief as the Court deems just and
2 proper.

3 DATED this 17th day of August, 2009.

4 GOLDSCHMIDT LAW FIRM

5 
6 Carolyn B. Goldschmidt
7 Attorney for Plaintiff
8

9 VERIFICATION

10 STATE OF ARIZONA)
11 : ss.
12 COUNTY OF PIMA)

13 CAROLYN B. GOLDSCHMIDT, being first duly sworn upon her oath,
14 deposes and says:


15 1. She is the Attorney for ALTA VISTA PROPERTY ASSOCIATION, INC.,
16 an Arizona non-profit corporation;

17 2. She has been authorized by the Board of Directors to make this
18 verification on behalf of the Plaintiff Association;

19 3. She has read the foregoing Complaint and knows its contents;

20 4. The facts and matters alleged in the Complaint are true in
21 substance and in fact to the best of her knowledge and information,
22 except those matters alleged on information and belief, and as to those
23 matters, she believes them to be true.

24 DATED this 17th day of August, 2009.

25 
26 Carolyn B. Goldschmidt
27
28

1 **Hameroff Law Group, P.C.**
2 3443 E. Ft. Lowell Rd., Ste. 101
3 Tucson, AZ 85716-1617
4 (520)622-0340
5 (888)622-0340
6 courtmail@hamerlaw.com
7 **David E. Hameroff**
8 State Bar No: 007070
9 **Eric J. Thomae**
10 State Bar No: 024786
11 **Garrett M. Culver**
12 State Bar No: 028500
13 Attorneys for Plaintiff

8 **PIMA COUNTY SUPERIOR COURT**
9 **IN AND FOR THE STATE OF ARIZONA**

11 Sage Tax Group II, LLC

12 Plaintiff

13 vs.

14 **SKYLINE RIDGE, L.L.C. and AHMED ZARIFI**
15 **aka WALID A ZARIFI**
16 Defendants

NO. C20120305

COMPLAINT

(CONTRACT)

TED D. L. JENKINS

16 COMES NOW, the Plaintiff, by and through its counsel undersigned, and for its Complaint
17 against Defendant alleges as follows:

- 18 1. That Plaintiff is a corporation, or a partnership or sole proprietor; that the Defendant(s) is/are
19 residents of or have their principal place of business in the State of Arizona; and the obligation or
20 debt which is the subject of this Complaint was an event caused by the Defendant(s).
- 21 2. Plaintiff alleges that this Court has jurisdiction over this matter and that the Defendants, if
22 married, were acting on behalf of their marital community and for community purposes and
23 benefit.
- 24 3. That the following creditor(s) extended credit, provided care, services, treatment, loans, goods, or
25 materials to the Defendant(s), and/or their minor children:
26 Sage Tax Group II LLC
4. That if applicable, the claims of the above listed creditor's have been assigned to the Plaintiff.

1 5. That Defendant(s), and each of them, owe to the Plaintiff:

2 A remaining balance of:
3 \$26,095.84

Interest:
\$5,282.15

Originally owed to:
Sage Tax Group II LLC

4 6. That pursuant to the contract between the parties, and/or A.R.S. §44-1201 Plaintiff is entitled to
5 accruing interest on the:

6 Remaining balance of:
7 \$26,095.84

At the rate of:
18.000%

From:
01/13/2012

8 7. That the Plaintiff has performed all acts required which entitles the Plaintiff the amounts
9 contained in this Complaint.

10 8. That after all just and lawful set-offs, payments and credits have been allowed, the above-
11 designated sums are justly and truly due and unpaid from Defendant(s) to Plaintiff.

12 9. That Plaintiff and/or Plaintiff's attorney has made demand on the Defendant(s) to pay the amount
13 due as set forth herein, but Defendant(s) have failed, refused or neglected to pay.

14 10. That pursuant to the contract and/or A.R.S. § 12-341.01, Plaintiff is entitled to recover court costs
15 and reasonable attorney's fees.

16 11. Pursuant to 15 U.S.C. 1692(e)(11) defendant is notified that this communication is from a debt
17 collector.

18 WHEREFORE, Plaintiff prays and demands judgment against the Defendant(s), and each of them, as
19 follows:

20 A. For Judgment in the amount of \$26,095.84 :

21 B. For Judgment on the accrued interest in the amount of \$5,282.15 :

22 C. For accruing interest on the following sum(s):

23 On the balance of:
24 \$26,095.84

At the rate of:
18.000%

From:
01/13/2012

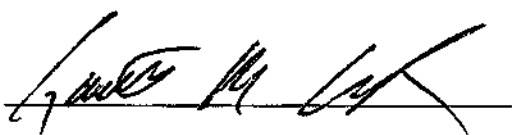
25 D. For reasonable attorney's fees.

26 E. For Plaintiff's court costs incurred herein:

F. For interest at the legal rate on attorney fees and costs known the date hereof; and

1
2
3 G. For such other and further relief as the court deems just and proper in the premises.
4

5 RESPECTFULLY SUBMITTED on January 17, 2012
6
7
8

9
10 
11

12 
13

14 David E. Hameroff, Esq.
15 Eric J. Thomae, Esq.
16 Garrett M. Culver, Esq.
17 Attorney for Plaintiff
18
19
20
21
22
23
24
25
26

SM:
1 Walid A Zarifi, Esq. (AZ Bar No. 024079)
2 3400 E. Finger Rock Circle
3 Tucson, Arizona 85718
4 (520) 906-7297
(walid.zarifi@gmail.com)
Attorney for Defendant

FILED
JAMICIA A. NOLAND
SUPERIOR COURT
12 SEP 25 PM 8:47

J. WHITNELL, DEPUTY

5 IN THE PIMA COUNTY SUPERIOR COURT
6 IN AND FOR THE STATE OF ARIZONA

7 SAGE TAX GROUP, LLC,

8 Plaintiff,

9 v.

10 SKYLINE RIDGE, L.L.C., AND
11 AHMED ZARIFI and SAMIA ZARIFI
and WALID ZARIFI and LINDA
12 ZARIFI,

13 Defendants.
14

Case No. C20120305

**ANSWER OF DEFENDANTS LINDA
AND WALID ZARIFI**

Assigned to the Honorable Ted Borek

15 Defendants Linda Zarifi, a single woman, and Walid Zarifi, a single man,
16 (collectively, "Defendants"), for their answer to the Amended Complaint filed by
17 Plaintiff Sage Tax Group, LLC ("Plaintiff"), by and through undersigned counsel,
18 hereby admit, deny, and allege as follows:

CMR:
19 1. Defendants deny each and every allegation of the Complaint not
20 specifically admitted herein.

21 2. Defendants admit they are located in Arizona and that Plaintiff is a
22 corporation; Defendants deny the remaining allegations contained in Paragraph 1.

23 3. Defendants admit that jurisdiction in this Court is proper; Defendants
24 deny the remaining allegations contained in Paragraph 2.

25 4. Defendants deny the allegations contained in Paragraph 3.

26 5. Defendants are without sufficient knowledge at this time to admit or deny
27 the allegations contained in Paragraph 4, and therefore deny the same.

28 6. With respect to Paragraph 5, Defendants allege that the relevant statute

1 cited therein speaks for itself.

2 7. With respect to Paragraphs 6, 7, 8, 9, 10, 11 and 12, the allegations
3 contained therein relate generally only to Defendant Ahmad Zarifi and Defendant
4 Skyline Ridge, and not Defendants Linda and Walid Zarifi; nevertheless, to the extent
5 any such allegations relate to Defendants Linda and Walid Zarifi, Defendants deny the
6 same.

7 8. With respect to Paragraphs 13, 14, 15, 16, 17 and 18, the allegations
8 contained therein relate generally only to Defendant Samia Zarifi, and not Defendants
9 Linda and Walid Zarifi; nevertheless, to the extent any such allegations relate to
10 Defendants Linda and Walid Zarifi, Defendants deny the same.

11 9. Defendants deny the allegations contained in Paragraph 19.

12 10. With respect to the allegations contained in Paragraph 20 regarding certain
13 identified parcels that Defendant Walid Zarifi "owned, controlled or possessed," the
14 allegations are too vague in regards to (1) what relevant time periods are being inquired
15 about and (2) the method of identifying such parcels such as to allow Defendant Walid
16 Zarifi to appropriately respond. Notwithstanding, Defendant Walid Zarifi affirmatively
17 alleges that he is the current fee simple title owner of any and all real property as
18 identified in any search pertained to Mr. Zarifi in the Pima County Recorder's Office
19 records. Defendants deny any remaining allegations contained in Paragraph 20.

20 11. Defendants deny the allegations contained in Paragraphs 21, 22, 23, 24 and
21 25.

22 12. With respect to the allegations contained in Paragraph 26 regarding certain
23 identified parcels that Defendant Linda Zarifi "owned, controlled or possessed," the
24 allegations are too vague in regards to (1) what relevant time periods are being inquired
25 about and (2) the method of identifying such parcels such as to allow Defendant Linda
26 Zarifi to appropriately respond. Notwithstanding, Defendant Linda Zarifi affirmatively
27 alleges that she is the current fee simple title owner of any and all real property as
28 identified in any search pertained to Ms. Zarifi in the Pima County Recorder's Office

1 records. Defendants deny any remaining allegations contained in Paragraph 26.

2 13. Defendants deny the allegations contained in Paragraphs 27, 28, 29 and 30.

3 14. Defendants allege the following affirmative defenses in response to
4 Plaintiff's Complaint: (a) failure to state a claim upon which relief may be granted; (b)
5 payment; (c) release; (d) waiver; (e) unclean hands; (f) set-off; (g) off set, (h) Plaintiff has
6 failed to mitigate its damages; (i) no contractual relationship exists as between
7 Defendants and Plaintiff and (j) any other affirmative defense identified in Ariz. R. Civ.
8 P. 8 and 12 subsequently discovered.

9 **WHEREFORE**, Defendants, having fully answered the Complaint, request that:

- 10 A. The Complaint be dismissed on all counts, and Plaintiff taking nothing
11 thereby;
12 B. Defendants be awarded their reasonable attorneys' fees;
13 C. Defendants be awarded their costs; and
14 D. Defendants be awarded such other and further relief as the Court deems
15 just and proper under the circumstances.

16 DATED: September 25, 2012

17 WALID A. ZARIFI, ESQ.

18
19
20 By 

21 Walid A. Zarifi
22 3400 E. Finger Rock Circle
Tucson, Arizona 85718
Walid.zarifi@gmail.com
Attorney for Defendant

23 Original of the foregoing filed
24 This 25th day of September, 2012

25 Copy of the foregoing sent via
26 Electronic mail this 25th day of
September, 2012 to:

27 Hameroff Law Group, P.C.
Eric. J. Thomae
Garrett M. Culver
28 3443 E. Ft. Lowell Rd, Suite, 101

1 Tucson, Az 85716

2

3 Copy of the foregoing hand-delivered this
25th day of September, 2012 to:

4

Honorable Ted Borek
Pima County Superior Court
110 W. Congress
Tucson, Arizona 85701

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FILED JUL 15 2008

PATRICIA A. NOLAND, Clerk

Deputy

LAW OFFICES OF
GABROY, ROLLMAN & BOSSE, P.C.
3507 NORTH CAMPBELL AVENUE, SUITE 111
TUCSON, ARIZONA 85719
(520) 320-1300

Ronald M. Lehman, P.C.C. #33748/State Bar #7915
Craig L. Cline, P.C.C. #65448/State Bar #020416
Attorneys for Plaintiff Abdul Walid Rasoul

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

ABDUL WALID RASOUL,
Plaintiff,

vs.

AHMED N. ZARIFI and SAMIA ZARIFI,
husband and wife; SOUTHWEST
FOOTHILLS HOMES, INC., an Arizona
corporation; SKYLINE RIDGE, L.L.C., an
Arizona limited liability company;
WALID A. ZARIFI and JANE DOE
ZARIFI, husband wife; MOHR,
HACKETT, PEDERSON, BLAKLEY
AND RANDOLPH, P.C., an Arizona
professional corporation; DOES 1-40,
Defendants

No. **C20084870**

COMPLAINT

(Breach of Contract, Negligence,
Non-Classified Civil)

(Assigned to the Hon.

JOHN F. KELLY, Div. _____)

PARTIES, JURISDICTION AND VENUE

For his complaint against Defendants, Plaintiff alleges:

1. Plaintiff Abdul Walid Rasoul is a resident of Pima County, Arizona.
2. Defendant Ahmed N. Zarifi is a resident of Pima County, Arizona. Upon information and belief, Defendant Ahmed N. Zarifi acted in the economic furtherance of the marital community consisting of himself and his spouse, Samia Zarifi.

PAID

J-1

1 3. Defendant Skyline Ridge, L.L.C. is an Arizona corporation with its
2 principal place of business in Pima County, Arizona.

3 4. Defendant Southwest Foothills Homes, Inc. is an Arizona corporation with
4 its principal place of business in Pima County, Arizona.

5 5. Defendant Walid A. Zarifi, upon information and belief, is a resident of
6 Pima County and/or Maricopa County, Arizona. Upon information and belief,
7 Defendant Walid A. Zarifi acted in the economic furtherance of the marital community
8 consisting of himself and his spouse, Jane Doe Zarifi II. The true identify of Jane Doe
9 Zarifi II is currently unknown to Plaintiff and Plaintiff will amend the Complaint to
10 assert the true name when it is ascertained.

11 6. Defendant Mohr, Hackett, Pederson, Blakley and Randolph, P.C. is an
12 Arizona professional corporation which does business in Pima County, Arizona.

13 7. This action involves real property located in Pima County, Arizona.

14 8. All acts of Defendants complained of herein occurred in Pima County,
15 Arizona.

16
17 **COUNT I**

18 **(Breach of Contract)**

19 9. Plaintiff realleges each and every foregoing allegation as if fully set forth
20 herein.

21 10. Plaintiff relied on Defendant Zarifi to give advice concerning Plaintiff's
22 construction of a home.

23 11. In March, 2007, Defendant Ahmed N. Zarifi represented to Plaintiff that
24 Defendant Zarifi could obtain for Plaintiff high-quality cabinetry for the home which
25 Plaintiff was then constructing.
26

1 12. Plaintiff and Defendant Zarifi, individually and on behalf of Defendant
2 Southwest Foothills Homes, Inc. entered into an agreement as follows:

3 a. Defendants would purchase and install all cabinets necessary for the
4 installation of Plaintiff's home including cabinets located in the kitchen,
5 bathrooms, media room, two walk-in closets and dining area.

6 b. Plaintiff would pay Defendant Zarifi \$64,100 so that the cabinets
7 could be manufactured by Prestige Cabinetry, a well-known cabinet maker.

8 c. Plaintiff would pay Defendants \$5,000 for the installation of the
9 cabinets.

10 d. The cabinets would be promptly ordered and installed in a
11 professional and workmanlike manner.

12 13. Plaintiff paid Defendant Zarifi the sum of \$64,100 for the purchase of the
13 cabinets and \$5,000 for the installation of the cabinets.

14 14. All conditions precedent to recovery by Plaintiff have been fulfilled.

15 15. Defendants have breached their contract with Plaintiff by the following
16 actions:

17 a. The installation was never completed;

18 b. There are defects in workmanship in the installation;

19 c. No cabinets were installed in the two walk-in closets and powder
20 bathroom;

21 d. Despite receiving a corrective work order from the Arizona
22 Registrar of Contractors, the Defendants failed to fix the defects; and

23 e. Other breaches of contract.
24
25
26

1 16. As a direct and proximate results of the complained of actions, Plaintiff
2 has been damaged.

3 17. Plaintiff is entitled to his reasonable costs and attorney's fees pursuant to
4 A.R.S. § 12-341.01.

5
6 **COUNT II**

7 **(Negligence)**

8 18. Plaintiff realleges each and every foregoing allegation as if fully set forth
9 herein.

10 19. Defendants Ahmed N. Zarifi and Southwest Foothills Homes, Inc.
11 negligently installed the cabinets in Plaintiff's home.

12 20. As a direct and proximate results of the complained of actions, Plaintiff
13 has been damaged.

14 **COUNT III**

15 **(Wrongful Lien Pursuant to A.R.S. § 33-420)**

16 21. Plaintiff realleges each and every foregoing allegation as if fully set forth
17 herein.

18 22. On or about December 6, 2005 Defendants Skyline Ridge, L.L.C., Ahmed
19 N. Zarifi and Walid, individually and on behalf of Walid A. Zarifi recorded a deed of
20 trust in Pima County Recorder's Office, Docket 12694 at Page 6880 (the "Deed of
21 Trust").

22 23. All amounts owed under the Deed of Trust have been paid.

23 24. Paragraph 22 of the note underlying the Deed of Trust states:

24 22) Borrower acknowledges that as further compensation of
25 this loan, all the properties encumbered by this Deed of Trust shall be
26

1 listed for sale with Walid Zarifi for a total commission of 7%. The
2 listing agreement shall survive the maturity of this note. Borrower
3 further acknowledges that if any of the encumbered properties are
4 sold, assigned or transferred without listing Walid Zarifi, the
5 borrower shall compensate Walid Zarifi a minimum commission of 7%
6 of the appraised value. ("Paragraph 22")
7

8 25. Paragraph 22 is void, unenforceable and of no force and effect for reasons
9 including but not limited to the following:

10 a. The agreement violates A.R.S. § 32-2151.02(A)(2) because it does
11 not fully set forth all material terms including of the listing agreement;

12 b. The agreement violates A.R.S. § 32-2151.02(A)(3) because it does
13 not have a definite duration or expiration date showing dates of inception and
14 expiration;

15 c. Is not signed by all parties to the agreement including the licensed
16 real estate broker; and

17 d. Other reasons.
18

19 26. Defendant Walid A. Zarifi claims that he is entitled to compensation
20 pursuant to Paragraph 22 because he is a licensed attorney. Defendant practices for the
21 law firm of Defendant Mohr, Hackett, Pederson, Blakley and Randolph, P.C.

22 27. Defendants Zarifi and Mohr, Hackett, Pederson, Blakley and Randolph,
23 P.C. claim to be exempt from the requirements of written real estate rules pursuant to
24 A.R.S. § 32-2121 which states that the provisions of Article 21 do not apply to:

25 3. An attorney in the performance of the attorney's duties as
26 an attorney. Nothing in this paragraph shall be construed to allow an

1 attorney to otherwise engage in acts requiring a license under this
2 Article.

3 28. Defendants Walid A. Zarifi and Mohr, Hackett, Pederson, Blakley and
4 Randolph, P.C. were not engaging in their performance as an attorney for the claimed
5 compensation for listing and/or selling Plaintiff's property.

6 29. Pursuant to A.R.S. § 33-420 Plaintiff has made demand on Defendants to
7 release the Deed of Trust.

8 30. Defendant is entitled to this special action relief to declare that Paragraph
9 22 is void, unenforceable and of no force and effect, and should be stricken as a cloud
10 on the title to Plaintiff's property.

11 31. Pursuant to A.R.S. § 33-420(C) Defendants have willfully refused to
12 release or correct the Deed of Trust.

13 32. Plaintiff is entitled to the following relief:

14 a. For declaratory judgment that Paragraph 22 of the subject Deed of
15 Trust is void, unenforceable, and of no force and effect, and stricken as a cloud
16 on the title to Plaintiff's property;

17 b. For damages;

18 c. For treble damages;

19 d. For reasonable costs and attorney's fees; and

20 e. Other relief as the Court deems just.

21 WHEREFORE, Plaintiff seeks judgment against Defendants as follows:

22 1. For compensatory damages;

23 2. With respect to the claim pursuant to A.R.S. § 33-420:

- 1 a. For declaratory judgment that the subject Deed of Trust is of no
- 2 force and effect;
- 3 b. For damages;
- 4 c. For treble damages;
- 5 3. For reasonable costs and attorney's fees; and
- 6 4. For such other relief as the Court deems just and proper.
- 7

8 DATED this 15th day of July, 2008

9 GABROY, ROLLMAN & BOSSE, P.C.

10 By: 

11 Ronald M. Lehman

12 Craig L. Cline

13 Attorneys for Plaintiff

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BY: ALAN WALKER
DEPUTY

Case No. C20143008
HON. CHARLES V HARRINGTON

Jonathan M. Saffer (ASB #022004) (PAN #65713)
Jill H. Perrella (ASB #026270) (PAN #66277)
SNELL & WILMER L.L.P.
One South Church Avenue, Suite 1500
Tucson, AZ 85701
Telephone: (520) 882-1200
E-mail: jmsaffer@swlaw.com
jperrella@swlaw.com
Attorneys for The Northern Trust Company

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation,

Plaintiff,

v.

AHMAD N. ZARIFI, a married man in his
sole and separate capacity;

Defendant.

No.

COMPLAINT FOR BREACH OF
GUARANTY

(Assigned to the Hon.)

Plaintiff The Northern Trust Company, an Illinois banking corporation ("Northern Trust" or "Plaintiff"), for its complaint against Defendant Ahmad N. Zarifi, a married man in his sole and separate capacity ("Zarifi" or "Defendant"), alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an Illinois banking corporation organized under the laws of the State of Illinois and authorized to do and doing business in Pima County, Arizona.
2. Plaintiff understands and believes, and on this basis alleges, that the Defendant is now and has been a resident of Pima County, Arizona at all times relevant to this action.
3. Plaintiff's claims are based upon conduct that occurred in Pima County, Arizona.
4. This Court has original jurisdiction pursuant to A.R.S. § 12-123.
5. Venue is proper pursuant to A.R.S. § 12-401.

GENERAL ALLEGATIONS

The Loan Documents

6. On or about April 30, 2007, Skyline Ridge, L.L.C. ("Skyline Ridge" or "Borrower"), as borrower, Hidden Valley 80, L.L.C. ("Hidden Valley" or "Third Party Grantor"), as third party grantor, and Northern Trust, N.A., as lender, executed that certain Revolving Line of Credit Loan Agreement ("Loan Agreement"), as has been modified from time to time, which provided for a loan or loans to Borrower ("Loan").

7. On or about April 30, 2007, Borrower executed that certain Revolving Line of Credit Promissory Note (Variable Rate) ("Note") in favor of Northern Trust, N.A., as has been modified from time to time, through which Borrower promised to pay Northern Trust, N.A. the original principal amount of \$3,000,000.00, together with interest and other amounts as set forth therein.

8. The Loan is secured by, among other things, (i) that certain Security Agreement dated April 30, 2007, by and between Borrower and Northern Trust, N.A. ("Security Agreement"); (ii) that certain Deed of Trust, Fixture Filing and Assignment of Rents and Security Agreement dated April 30, 2007, by and between Borrower, as trustor, for the benefit of Northern Trust, N.A., as has been modified from time to time ("Borrower Deed of Trust"); and (iii) that certain Deed of Trust, Fixture Filing and Assignment of Rents and Security Agreement dated April 30, 2007, by and between Hidden Valley, as trustor, for the benefit of Northern Trust, N.A., as has been modified from time to time ("Third Party Grantor Deed of Trust", together with the Borrower Deed of Trust, "Deeds of Trust").

9. On or about April 30, 2007, the Defendant executed that certain Continuing Guaranty ("Guaranty") in favor of Northern Trust, N.A. Pursuant to the Guaranty, the Defendant unconditionally guaranteed payment of the Loan.

10. Plaintiff is successor by merger to Northern Trust, N.A.

11. The Loan Agreement, Note, Security Agreement, Deed of Trusts, Guaranty, and any and all other documents defining, modifying, or otherwise affecting the

1 parties' rights and obligations with respect to the Loan are hereinafter collectively referred
2 to as the "Loan Documents."

3 **Default under Loan Documents and Guaranty**

4 12. Borrower committed Events of Default under the Loan Documents by,
5 among other things, failing to repay the Loan on or before the extended maturity date of
6 October 15, 2013 ("Default").

7 13. On January 7, 2014, Plaintiff sent a "Notice of Default" letter to
8 Borrower, Hidden Valley, and the Guarantor ("Demand Letter"). Pursuant to the Demand
9 Letter, Plaintiff demanded that the Borrower, Hidden Valley and/or the Guarantor cure, or
10 make arrangements to cure, the Default under the Loan Documents on or before January
11 21, 2014.

12 14. Despite demand, the Borrower, Hidden Valley and the Guarantor have
13 failed and refused to cure the Default or pay the amounts due and owing under the Loan
14 Documents. Additionally, fees, costs and interest continue to accrue under the terms of
15 the Loan Documents.

16 15. As of May 22, 2014, the pay-off balance on the Loan totaled
17 \$2,179,495.85 ("Loan Balance"), which is comprised of \$1,954,500.00 of principal and
18 \$224,995.85 of accrued and accruing interest, costs, and fees. Interest continues to accrue
19 at a per diem rate of \$203.59.

20 **FIRST CAUSE OF ACTION**

21 **(Breach of Guaranty)**

22 16. Plaintiff realleges and incorporates herein by reference each and every
23 allegation in this Complaint as though fully set forth herein.

24 17. By engaging in the conduct and activities described above, Borrower has
25 materially breached the Loan Documents and damaged Plaintiff.

26 18. Pursuant to the Loan Documents, as of May 22, 2014, Borrower was
27 indebted to Plaintiff in an amount no less than \$2,179,495.85, including principal, accrued
28 and accruing interest, late fees, and costs.

19. Pursuant to the terms of the Guaranty, the Defendant unconditionally guaranteed payment of all amounts due under the Loan Documents, plus Plaintiff's enforcement and collection costs.

20. The Defendant received consideration for his promises set forth in the Guaranty.

21. Although demand has been made by Plaintiff, Borrower, Hidden Valley and the Defendant have failed to cure the Borrower's Default or to pay amounts due and owing under the Loan Documents.

22. Pursuant to the Loan Documents and A.R.S. § 12-341.01(A), Plaintiff is entitled to payment of its reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff prays for entry of judgment against the Defendant as follows:

- a. For all amounts due under the Guaranty;
- b. For costs and attorneys' fees pursuant to the Loan Documents and A.R.S. §§ 12-341 and 12-341.01; and
- c. For such other and further relief as the Court may deem just and appropriate.

DATED this 30th day of May, 2014.

SNELL & WILMER L.L.P.

By s/Jill H. Perrella
Jonathan M. Saffer (ASB #022004) (PCC #65713)
Jill H. Perrella (ASB #026270) (PCC #66277)
SNELL & WILMER L.L.P.
One South Church Avenue, Suite 1500
Tucson, AZ 85701
Attorneys for The Northern Trust Company

Law Offices of
DURAZZO & ECKEL, P.C.
45 North Tucson Boulevard
Tucson, Arizona 85716
(520) 792-0448

Law Offices of
DURAZZO, ECKEL & HAWKINS P.C.
45 North Tucson Boulevard
Tucson, Arizona 85716
(520) 792-0448

Neal Eckel SB #11844 / PCC # 15528
Eric Hawkins SB #24258 / PCC #66027
Attorneys for Plaintiff
eric@durazzo-eckel.com

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BY 
SCOTT V. PETERSEN

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

DAVID PARRI,

Plaintiff,

v.

RL VENTURES, LLC, an Arizona limited liability company; Robert Lee and Jane Doe Lee, husband and wife; Ahmad N. Zarifi and Jane Doe Zarifi, husband and wife; John Does 1-10; ABC Entities 1-10,

Defendants.

Case No.

C2013-1920

COMPLAINT

(Breach of Implied Warranty; Breach of Contract; Negligence; Breach of Fiduciary Duty)

Assigned to:

Gus Aragon

Plaintiff David Parri, for his Complaint, alleges as follows:

1. Plaintiff is a resident of Pima County, Arizona and owns the real property located at 6636 E. River Heights Place, Tucson, AZ 85750 (the "Property").
2. Defendant RL Ventures, LLC ("RL Ventures") is a licensed general contractor, and an Arizona limited liability company doing business in Pima County, Arizona.
3. Defendants Robert Lee and Jane Doe Lee are husband and wife, and residents of Pima County, Arizona.
4. Upon information and belief, Defendant Robert Lee is, and at all relevant times was, the sole member of RL Ventures and RL Ventures' "qualifying party", as defined in A.R.S. § 32-1121 et seq.

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21

**Law Offices of
DURAZZO & ECKEL, P.C.
45 North Tucson Boulevard
Tucson, Arizona 85716
(520) 792-0448**

5. Defendants Ahmad Zarifi and Jane Doe Zarifi are husband and wife, and residents of Pima County, Arizona.

6. John Does 1-10 and ABC Entities 1-10 are the fictitious names of defendants, including but not limited to owners, officers, subcontractors, engineers and architects, who may have participated in the allegations set forth in this Complaint. At such time as their true names become known, the true names will be substituted.

7. The individual Defendants were acting on behalf of their marital communities.

8. All events alleged herein took place in Pima County, Arizona. Venue and jurisdiction are proper in the Pima County Superior Court.

9. Defendant Ahmad Zarifi originally approached Plaintiff about remodeling the residence on the Property and gave Plaintiff a quote for the Project of \$500,000. Subsequently, Defendant Zarifi introduced Plaintiff to his "partner" Defendant Robert Lee.

10. On or around November 16, 2011, Plaintiff entered into a contract with RL Ventures for remodeling work at the residence ("Residence") on the Property (the "RL Ventures Contract"). (Exh. 1, Contract between Plaintiff and RL Ventures).

COUNT I
Breach of Contract
(Defendant RL Ventures)

11. The above allegations are incorporated herein by this reference.

12. RL Ventures breached its contract with Plaintiff.

13. Pursuant to Arizona law, the RL Ventures Contract included an implied warranty of good workmanship and quality materials, and an implied warranty that the Residence constructed would be habitable and fit for its intended use.

14. Plaintiff relied on and was justified in relying on Defendant RL Ventures's skill, judgment and experience in performing its work.

1 15. Defendant RL Ventures failed to build the Residence in a workmanlike manner with
2 suitable materials.

3 16. Defendant RL Ventures failed to provide insurance and failed to provide insurance
4 listing Plaintiff as an additional insured.

5 17. Defendant RL Ventures failed to construct the residence as designed and failed to use
6 the materials promised in the RL Ventures Contract.

7 18. Plaintiff has been damaged in an amount to be proven at trial.

8 19. Pursuant to A.R.S. § 12-341.01 and § 32-1129.01 Plaintiff is entitled to his reasonable
9 attorneys' fees and costs.

10 **COUNT II**
11 **Breach of Implied Warranty**
 (Defendant RL Ventures)

12 20. The above allegations are incorporated herein by this reference.

13 21. Defendant RL Ventures breached the implied warranties included in its Contract with
14 Plaintiff.

15 22. Defendant RL Ventures hired unlicensed subcontractors and used subcontractors that
16 lacked experience and skill in performing their work.

17 23. As a result of Defendant RL Ventures' actions, inactions and omissions, the Residence
18 was constructed in a defective manner, and is not fit for use as a residence, all in breach of the
19 implied warranty of good workmanship, habitability and fitness for intended purpose.

20 24. Plaintiff was damaged as a result of Defendant RL Ventures' breach of these implied
21 warranties.

22 25. Pursuant to A.R.S. § 12-341.01 Plaintiff is entitled to his reasonable attorneys' fees
23 and costs.

24 **COUNT III**
 Breach of Fiduciary Duty
 (All Defendants)

25 26. The above allegations are incorporated herein by this reference.
26

1 27. Defendant RL Ventures is subject to the provisions of A.R.S. § 33-1005.

2 28. RL Ventures owed Plaintiff a fiduciary duty to pay all funds received from Plaintiff
3 to the appropriate subcontractors and suppliers and devote such funds to the construction of the
4 Residence.

5 29. RL Ventures breached the above fiduciary duty and the duties owed under A.R.S. §
6 33-1005.

7 30. Defendants Zarifi and Lee caused RL Ventures to breach the above fiduciary duties
8 and the provisions of A.R.S. § 33-1005.

9 31. Upon information and belief, funds paid to RL Ventures by Plaintiff were used on
10 other projects and for the personal use of Zarifi and Lee.

11 32. Plaintiff was damaged as a result of the breaches described herein.

12 **COUNT IV**
13 **Personal Liability**
14 **(Defendants Zarifi and Lee)**

15 33. The above allegations are incorporated herein by this reference.

16 34. Defendants Zarifi and Lee participated in, had knowledge amounting to acquiescence
17 to, and/or were negligent in the management or supervision of the activities of RL Ventures, and
18 Defendants actions contributed to the damages suffered by Plaintiff.

19 35. Defendant Zarifi directed and controlled all decisions made by RL Ventures.

20 36. Defendant Lee allowed Zarifi to direct and control RL Ventures even though Zarifi
21 was not a member, employee or qualifying party of RL Ventures.

22 37. Defendants Zarifi and Lee caused RL Ventures to breach its Contract with Plaintiff
23 and breach the implied warranties included in that Contract.

24 38. Defendants Zarifi and Lee hired and/or caused RL Ventures to hire unlicensed
25 subcontractors.

26 39. Defendant Zarifi violated Arizona's rules and statutes regarding contractor licensure
by exercising control over the actions of RL Ventures.

1 40. Defendant Zarifi is not listed as an officer, a qualifying party or a member of RL
2 Ventures on RL Ventures license.

3 41. Defendant Zarifi used RL Ventures to evade the contractor licensing requirements
4 included in Arizona statute and rules promulgated by the Arizona Registrar of Contractors.

5 42. Defendants Zarifi and Lee ignored the corporate form of RL Ventures.

6 43. Defendant Zarifi implied that he was working on his own behalf and not on behalf of
7 RL Ventures.

8 44. Defendants used RL Ventures to commit fraud and to breach fiduciary duties owed
9 to Plaintiff.

10 45. Plaintiff was damaged as a result of the actions of Defendants Zarifi and Lee.

11 **COUNT V**
12 **(Fraudulent Misrepresentation)**
13 **(All Defendants)**

14 46. The above allegations are incorporated herein by this reference.

15 47. Defendant Zarifi represented that he was a licensed and experienced general residential
16 contractor and a licensed pool contractor.

17 48. Defendants Zarifi and Lee used RL Ventures to enter into the RL Ventures Contract
18 with Plaintiff even though Zarifi controlled all decisions related to the Contract.

19 49. Defendants represented they had all insurance required by the RL Ventures Contract.

20 50. Defendant Zarifi was not licensed by the Registrar of Contractors at the time of the
21 representations.

22 51. Defendants misrepresented their experience.

23 52. Defendants did not have the insurance required by the RL Ventures Contract.

24 53. Defendants intended for Plaintiff to rely on the above misrepresentations.

25 54. Plaintiff reasonably and rightfully relied on Defendants' representations to their
26 detriment.

 55. Plaintiff was damaged as a result of his reliance on Defendants' representations.

COUNT VI
Fraudulent Concealment
(All Defendants)

56. The above allegations are incorporated herein by this reference.

57. Defendants concealed material facts from Plaintiff, including but not limited to the license status of their subcontractors and the license status of Defendant Zarifi.

58. Defendants used substandard materials and materials not identified in the RL Ventures Contract, and concealed that fact from Plaintiff.

59. Defendants concealed the fact that they did not have the insurance required by the RL Ventures Contract.

60. The facts concealed by Defendants were material facts.

61. Defendants had a duty to disclose the concealed facts.

62. If Plaintiff had known the concealed facts Plaintiff would have acted differently.

63. Plaintiff was damaged as a result of Defendants' concealment of material facts.

COUNT VII
Breach of Implied Warranties
(Defendant Zarifi)

64. The above allegations are incorporated herein by this reference.

65. Defendant Zarifi is licensed by the Arizona Board of Technical Registration.

66. Defendant Zarifi produced the drawings and engineering calculations/specifications for the project.

67. Under Arizona law, Defendant Zarifi impliedly warranted that he would perform this work in a professional and workmanlike manner.

68. Defendant Zarifi failed to perform this design and engineering work in a professional and workmanlike manner, and breached the implied warranties described above.

69. Plaintiff was damaged as a result of Defendant Zarifi's breach of these implied warranties.

COUNT VIII
Constructive Fraud
(All Defendants)

70. The above allegations are incorporated herein by this reference.

71. Defendants had both a legal and an equitable duty to provide Plaintiff with accurate information regarding the RL Ventures Contract, payments to subcontractors, subcontractors' licensing status, the materials used, their own corporate status and their own experience and license status.

72. Defendants had a duty to deal fairly and in good faith with Plaintiff and to provide accurate information to Plaintiff.

73. Defendants' breach of the above duties was fraudulent because it deceived Plaintiff and violated the confidence of Plaintiff's agreement with Defendants.

74. Plaintiff was damaged as a result of Defendants breach of the duties described.

WHEREFORE, Plaintiff prays for the following judgment and relief:

A. General, special, punitive and consequential damages against Defendants in an amount to be proven at trial;


B. Reasonable attorneys' fees and costs pursuant to A.R.S. § 12-341.01;

C. Attorneys' fees in the amount of \$3,000.00 in the event of default;

D. Such other and further relief as the Court deems reasonable and just.

DATED this 8th day of April, 2013.

DURAZZO, ECKEL & HAWKINS, P.C.



Neal Eckel
Eric Hawkins
Attorneys for Plaintiff Parri

Law Offices of
DURAZZO & ECKEL, P.C.
45 North Tucson Boulevard
Tucson, Arizona 85716
(520) 792-0448

THE LAW FIRM OF

THOMAS C. PICCIOLI

2 E. Congress, Suite 900

Thomas C. Piccioli, tom@picciolilaw.com

SBN: 012456; PAN: 45268

Telephone: 520-471-3913

Attorney for Plaintiff Skyline Ridge

FILED
TOM L. WELTON
CLERK, SUPERIOR COURT

16 DEC 12 PM 4:27

J. ORR. DEPUTY

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA**

**SKYLINE RIDGE, LLC, an Arizona
limited liability company,**

Plaintiff,

v.

**SHEAFE LIVING TRUST UA
DATED FEBRUARY 29, 1984;
Christopher H. Sheafe and Jane Doe
Sheafe; John Does 1-10; ABC Entities
1-10,**

Defendants.

No.

C20165740

PETITION FOR SPECIAL ACTION

(Statutory Special Action A.R.S § 33-420)

Assigned to the Honorable:

**TO BE ANNOUNCED
DIVISION**

In accordance with A.R.S. § 33-420 and Arizona Rule of Special Procedure, Rule 4, this Verified Petition for Statutory Special Action (the "Petition") is brought by Plaintiff Skyline Ridge, LLC ("Skyline Ridge") against Defendants Sheafe Living Trust UA, dated February 29, 1984 ("Sheafe Trust"), and Christopher Sheafe ("Sheafe").

JURISDICTION/PARTIES

1. Skyline Ridge is an Arizona limited liability company, with its principal place of business in Pima County, Arizona.
2. Mr. Ahmad Zarifi ("Zarifi") is the president and member of Skyline Ridge, and a resident of Pima County, Arizona, and has the full power and authority to act on behalf of the company.
3. The Sheafe Trust is a living trust organized under the laws of the state of Arizona, doing business in Pima County Arizona.
4. Sheafe is the trustee of the Sheafe Trust, with the power and authority to act on behalf of the trust.

1 5. Upon information and belief, Sheafe is also the grantor of the Sheafe Trust.
2 6. This Court has jurisdiction to hear and determine this Petition and to grant
3 the relief request herein pursuant to A.R.S. § 33-420 and the Arizona Rules of Procedure
4 for Special Actions.

5 7. Pursuant to Rule 4 of the Rules of Procedure for Special Actions, an
6 Application For Order To Show Cause is filed contemporaneously with this Complaint.

7 **FACTUAL AND PROCEDURAL BACKGROUND**

8 **I. The Beginning of the Company and Purchase of the Land.**

9 8. Skyline Ridge incorporates by reference each and every allegation as set
10 forth in Paragraph 1 through 7 as if fully restated herein.

11 9. On or about July of 2006, Sheafe, acting on behalf of Sheafe Trust, Zarifi,
12 and several other individuals formed Cinco Soldados LLC, an Arizona limited liability
13 company ("Cinco Soldados"). A copy of the original operating agreement (the
14 "Operating Agreement") of Cinco Soldados is attached as Exhibit "1" hereto.

15 10. The Sheafe Trust held a 16.66% percentage interest in Cinco Soldados, and
16 Zarifi held a 25% percentage interest. *See* Section 6.1 of the Operating Agreement.

17 11. Sheafe was initially appointed manager of Cinco Soldados, and attorney
18 David McEvoy was appointed as the company's statutory agent. *See* Sections 1.7 and 1.8
19 of the Operating Agreement.

20 12. Cinco Soldados was formed to purchase certain real property consisting of
21 approximately 158 acres located along Soldier Trail north of Tanque Verde Boulevard at
22 2700 North Soldier Trail, Tucson, Pima County Arizona (the "Land").

23 13. The Land was purchased for approximately eleven (11) million dollars.

24 14. In order to purchase the Land, Cinco Soldados acquired and utilized two
25 separate loans: one in the principal amount of six million dollars from Alliance Bank of
26 Arizona (the "Alliance Loan"), and the other in the principal amount of four million
27 dollars from Skyline Ridge (the "Skyline Loan") *See* Sections 3.2.1 and 3.2.2 of the
28 Operating Agreement.

1 15. No other loans, other than the Alliance Loan and Skyline Loan, were
2 obtained in order to purchase the Land.

3 16. The Alliance Loan was secured by a first position deed of trust, or lien,
4 against the Land. A copy of the Alliance Loan Agreement is attached as **Exhibit "2"**
5 hereto.

6 17. The Skyline Loan was secured by a second position deed of trust, or lien,
7 against the Land. A copy of the Skyline Loan Agreement is attached as **Exhibit "3"**
8 hereto.

9 18. The deeds of trust securing each of the loans (the Alliance Loan and the
10 Skyline Loan) were recorded in July of 2006 in the public records of Pima County
11 contemporaneously with deed conveying the Land to Cinco Soldados.

12 **II. Present Day and The Beginning of the Dispute leading to this Special Action.**

13 19. As the years passed following the purchase of the Land, various of the other
14 members in Cinco Soldados defaulted in their respective obligations to the company,
15 such that, as of today, only Sheafe, via Sheafe Trust, and Zarifi remain as members of the
16 company.

17 20. As of today, Sheafe, via Sheafe Trust, retains an approximate 57%
18 membership interest, and Zarifi retains approximately a 43% membership interest.

19 21. In or around June of 2014, Skyline Ridge's Loan was approaching the six-
20 year statute of limitations with respect to the failure to pay off the principal balance,
21 which was initially due to be paid in July of 2008.

22 22. In order to avoid any enforceability issues with respect to the statute of
23 limitations or otherwise, Skyline Ridge modified its Loan to extend the due date from
24 July of 2008 to July of 2016.

25 23. The foregoing modification was accomplished in writing and signed by
26 Sheafe, acting on behalf of Cinco Soldados. See copy of First Amendment to Promissory
27 Note attached as **Exhibit "4"** hereto.

28 24. In July of 2016, the Alliance Loan was paid off in full.

1 25. Following payment of the Alliance Loan, the Skyline Loan moved to a first
2 position lien against the Land.

3 26. Skyline Ridge is entitled it to the receipt of all sales proceeds from the sale
4 of lots in the Land until paid.

5 27. The first such lot that was put in escrow following the payoff of the
6 Alliance Loan is referred to as "Lot 5."

7 28. Despite the fact that Skyline Ridge was entitled as a matter of law to
8 priority with respect to receipt of the sales proceeds from the sale of Lot 5, Sheafe,
9 initially refused to acknowledge the same or allow the sale of Lot 5 to occur.

10 29. As a part of Sheafe's scheme and artifice, on August 17, 2016, Sheafe
11 prepared and sent a memorandum to the title company handling the closing of Lot 5;
12 which memorandum is attached as **Exhibit "5"** hereto, and provides in pertinent part as
13 follows:

14 The remaining funds are allocated per the member percentages and scheduled
15 to be paid out per the priority of the existing liens. There is a question as to
16 how the priority is to be followed. It is possible Mr. Zarifi holds a different
17 view of how the priority is to be administered from the view held by Sheafe.
18 Out of respect for any difference that may exist, I am instructing you to hold
all remaining funds in escrow until Mr. Zarifi and myself can meet to finalize
a mutually acceptable interpretation of how the remaining Seller funds are to
be distributed.

19 **III. A Dispute over Priority; the False Lien.**

20 30. After receiving and reviewing the foregoing memorandum, Zarifi
21 questioned Sheafe as to the basis for disputing Skyline Ridge's priority, for the first time
22 in the ten years that Cinco Soldados had owned the Land.

23 31. Sheafe directed Zarifi to the deed of trust attached as **Exhibit "6"** hereto,
24 apparently recorded in May of 2015. (hereafter, the "**Sheafe Lien**").

25 32. Despite the complete absence of a subordination agreement signed by
26 Skyline Ridge (and no such document exists); and despite the running of the statute of
27 limitations on the alleged 2006 underlying promissory note , the Sheafe Lien purports to
28

1 secure an indebtedness evidenced by a promissory note dating BACK TO DECEMBER
2 of 2006.

3 33. It is settled law in Arizona that priority with respect to real estate liens is
4 based on first to record.

5 34. After reviewing the Sheafe Lien, and much argument on the subject, Zarifi
6 was eventually able to convince Sheafe that neither Sheafe nor the Sheafe Trust had any
7 right to prevent Lot 5 from closing OR to divert sales proceeds away from Skyline Ridge.

8 35. Sheafe, having at least momentarily understood that it was impossible for
9 the Sheafe Lien to have the same priority as the Skyline Loan, allowed Lot 5 to
10 eventually close, and ALL net sales proceeds were paid to Skyline Ridge.

11 36. Notwithstanding, almost immediately after the close of Lot 5, Sheafe,
12 apparently suffering a change of heart, declared that all the Land is off the market, and
13 has to date refused to market or sell any of the Land until he and Zarifi "renegotiate" their
14 liens to Sheafe's liking.

15 37. Put another way, Sheafe has essentially taken the Land hostage, refusing to
16 allow lots to be sold, in an effort to strong arm Skyline Ridge into releasing its lien or
17 agreeing to some alternate formal for distribution that favors Sheafe. Sheafe's conduct is
18 continuously depreciating the real economic value of the Land, and of Cinco Soldados.

19 COUNT 1

20 (violations of A.R.S. §§ 33-420(A) and (C))

21 38. Skyline Ridge incorporates by reference each and every allegation as set
22 forth in Paragraph 1 through 38 as if fully restated herein.

23 39. Notwithstanding that, as a matter of a law, even if valid, at best the Sheafe
24 Lien could only be in second position behind Skyline Ridge based on when it was
25 recorded, even the most cursory review of the supporting loan documentation referenced
26 in the Sheafe Lien makes it *unequivocally* clear, that, as a matter of law, the Sheafe Lien
27 is invalid. Recordation of the Sheafe Lien and violates the relevant provisions of A.R.S §
28 33-420(A) and (C) and must be removed.

1 40. A.R.S. § 33-420(A) provides in pertinent part as follows:

2 A person purporting to claim an interest in, or a lien or encumbrance
3 against, real property, who causes a document asserting such claim to be
4 recorded in the office of the county recorder, ***knowing or having reason to***
5 ***know*** that the document is forged, ***groundless, contains a material***
6 ***misstatement or false claim or is otherwise invalid*** is liable to the owner or
7 beneficial title holder of the real property for the sum of not less ***than five***
8 ***thousand dollars, or for treble the actual damages*** caused by the recording,
9 whichever is greater, ***and reasonable attorney fees and costs of the action.***

10 41. A.R.S. § 33-420(C) provides in pertinent part as follows:

11 A person who is named in a document which purports to create an interest
12 in, or a lien or encumbrance against, real property and ***who knows*** that the
13 document is forged, ***groundless, contains a material misstatement or false***
14 ***claim or is otherwise invalid*** shall be liable to the owner or title holder for
15 the sum of ***not less than one thousand dollars, or for treble actual***
16 ***damages, whichever is greater, and reasonable attorney fees and costs as***
17 ***provided in this section, if he willfully refuses to release or correct such***
18 document of record ***within twenty days from the date of a written request***
19 from the owner or beneficial title holder of the real property.

20 42. As previously noted, the Sheafe Lien indicated on its face that it acts as
21 security for a purported "promissory note dated December 6, 2006." See Exhibit "6."

22 43. Zarifi, well aware that no such note or formal loan documentation for the
23 Sheafe Lien exists, questioned Sheafe as to what the lien was referring to.

24 44. In Response, Sheafe directed Zarifi's attention to the copy of the First
25 Amendment to Operating Agreement of Cinco Soldados (hereafter, the "First
26 Amendment") attached as "Exhibit 7" hereto.

27 **I. The Invalidity of the First Amendment as a Matter of Law; 20-day Notice to**
28 **Sheafe to Remove the Lien.**

 45. Notwithstanding, Zarifi does not recall ever signing any such form of First
Amendment,¹ for the purposes of this Complaint, even assuming the First Amendment is

¹ The First Amendment proffered by Sheafe contains a separate signature page on which Zarifi's signature appears; however, the document is clear insofar as Zarifi is acting in his individual capacity as a "married man but as to his sole and separate property." Moreover, the signature page contains an entirely different footer and time stamp than that as contained on the first page of the document, casting even more doubt as to when or whether it was affixed to the same or some other version of the First Amendment, as there were several versions being floated by the parties' respective counsel at the time.

1 in the form proffered by Sheafe as attached as "Exhibit 7," it is still a wholly invalid
2 document as a matter of law.

3 46. Zarifi, acting through his counsel, sent Sheafe, and the Sheafe Trust a
4 demand letter (the "Demand Letter"), a copy of which is attached as Exhibit "8", by
5 Certified Mail, demanding that the Sheafe Lien be removed within 20 days in accordance
6 with A.R.S. §33-420(C). McEvoy acknowledged receipt of the Demand Letter in a
7 subsequent email to Zarifi's counsel.

8 47. The Demand Letter specifically enumerates for Sheafe all of the reasons
9 why the First Amendment, (and accordingly, the Sheafe Lien) is entirely defective and
10 invalid as a matter of law – which reasons, include, but are not limited to the following:

- 11 a. The First Amendment is not approved to or signed by Skyline Ridge, as
12 required per Section 5.11, Page 11 of the Skyline Loan Agreement. See Exhibit
13 "3".
- 14 b. The First Amendment is not approved to or signed by Alliance Bank, as
15 required per Section 5.11, Page 12 of the Alliance Loan Agreement. See
16 Exhibit "2".
- 17 c. The First Amendment is not in the form of a legally valid promissory note.
- 18 d. The First Amendment predates the filing of the Sheafe Lien by OVER EIGHT
19 years – a fact that simply cannot be overlooked as an oversight as Sheafe, a
20 well-experienced and long-time real estate practitioner, is certainly aware that
21 Arizona is a "first to record state," and that failure to contemporaneously
22 record a deed of trust at the time of its related promissory note falls well
23 outside anything that could be considered normal practice in the world of
24 secured real estate transactions.
- 25 e. Notwithstanding all of the foregoing deficiencies, even viewing the First
26 Amendment in the best light possible as a valid promissory note on "equal
27 terms and equal repayment obligations as that of the [Skyline Ridge] loan" (as
28 the First Amendment provides), the applicable 6-year statute of limitations
would bar enforcement of the First Amendment – as the Skyline Ridge Loan
was due to be paid in 2008.
- f. Indeed, when Skyline Ridge amended its note in 2014 to avoid any statute of
limitations issues (the amendment is attached as "Exhibit 4" hereto), Sheafe,
before signing the amendment, specifically stated, via email, that he "would
have the same signed with respect to his Loan," but of course, no such
forbearance agreement was ever presented to Zarifi or Skyline Ridge for
signature -- most likely because Sheafe knew that he lacked a valid note or
loan in the first place. See email from Sheafe attached as "Exhibit 9" hereto.

1 48. Over twenty days have lapsed since Sheafe received the Demand Letter,
2 and has to date refused to remove the Sheafe Lien.

3 **II. The Fraudulent Creation of a New Promissory Note following receipt of the**
4 **Demand Letter.**

5 49. In addition to refusing to remove the Sheafe Lien, Sheafe ineffectively and
6 fraudulently attempted to address/correct various of the enumerated deficiencies with
7 respect to the First Amendment by (a) preparing and producing an entirely new
8 promissory note (the "New Note"), (b) back-dating it to December 6, 2016, and (c)
9 adding in some colorful self-serving provisions in an attempt to circumvent various of the
10 deficiencies in the First Amendment.

11 50. The "New Note" was sent to counsel for Skyline Ridge via email from
12 Sheafe's counsel dated July 25, 2016, in response to the Demand Letter sent by Skyline
13 Ridge. A copy of the New Note is attached as **Exhibit "10"** hereto.

14 51. Of course, only Sheafe's signature, acting on behalf of the Sheafe Trust,
15 appears on the New Note, and the New Note was never presented to or shown to Skyline
16 Ridge or Zarifi (or perhaps even Sheafe himself) until it was transmitted via email on
17 July 25, 2016.

18 52. In response, counsel for Skyline Ridge sent an email to Sheafe's counsel,
19 dated August 2, 2016, stating outright that the numerous glaring inconsistencies with the
20 New Note, and further stating that it appeared from just a cursory review of the New
21 Note that it was conjured up in response to the original Demand Letter, citing the
22 following:

- 23 a. As an initial matter, countless times Sheafe has asserted to Zarifi that the "note"
24 underlying his Lien is the First Amendment, and never once was this New
25 Note, produced or referenced to by any party.
- 26 b. Of course, only Sheafe's signature appears on the New Note, the problem
27 being that back in December of 2006, Sheafe was only a 16.67% member of
28 Cinco Soldados, and any authority to sign the note could only come via the
2006 Amendment.
- 29 c. Like the 2006 Amendment, the New Note fails to obtain the required
signatures and approvals.

- 1 d. In what could only be characterized as a half-hearted attempt to avoid the
2 statute of limitations problems raised with respect to First Amendment, the
3 New Note states that the corresponding Deed of Trust could be recorded either
4 contemporaneously or at any such later time – even though again it is an
5 understatement to say that the same falls well outside the accepted practice in
6 the world of secured real estate transactions.
- 7 e. Along the same vien, the New Note states, in what could only again be viewed
8 as an obvious attempt to avoid the applicable statute of limitations, states it is
9 due in full in “2015 or later” – directly contradicting the terms of the First
10 Amendment with state that the Sheafe Loan shall be due at the same time as
11 the Skyline Loan, i.e., 2008.
- 12 f. In fact, the New Note, on its face, contradicts the First Amendment in a few
13 respects: (1) the maturity date of the Sheafe Loan is altered form 2008 to 2015
14 or later, (2) the interest on the Sheafe Loan jumps all the way up to 12% as
15 compared to only 7% in the Skyline Loan, which the Sheafe Loan purportedly
16 is supposed to mirror, and while the First Amendment, in Section 1.1,
17 specifically states that the Sheafe Loan is “not a member loan”, the email
18 transmitting the New Note refers to the Sheafe Loan as “a documented member
19 loan.”

20 53. After receipt of the foregoing email from Skyline Ridge’s counsel
21 enumerating all of the foregoing deficiencies, Sheafe’s counsel, Mr. McEvoy, responded
22 by withdrawing from the matter.

23 54. While it is clear that, at a minimum, Sheafe and/or McEvoy were confused
24 when creating the New Note, a simple review of how the Sheafe Trust is described on the
25 New Note as compared to the signatures blocks for and descriptions of the Sheafe Trust
26 on documents *actually signed* in 2006, makes its **unequivocally clear and leaves no**
27 **room for doubt** that there is no way that the New Note could have existed on December
28 6, 2006, but instead was conjured up after the fact:

- 21 a. In the Cinco Soldados Operating Agreement, executed in July of 2016, the
22 Sheafe Trust is described as, and the signature block for the Sheafe Trust reads
23 exactly as follows: “Christopher H. Sheafe and Sharon K. Sheafe, as Trustees
24 of the Sheafe Living Trust UA dated February 29, 1984,” and signatures for
25 both appear in the document. See Exhibit “1”, page 42.
- 26 b. Similarly, in the First Amendment dated December of 2006, the Sheafe Trust
27 is described as and the signature block for the Sheafe Trust reads exactly as in
28 the Operating Agreement: “Christopher H. Sheafe and Sharon K. Sheafe, as
Trustees of the Sheafe Living Trust UA dated February 29, 1984.” See Exhibit
7, page 2.
- c. In the New Note, however, purportedly *done at the same time* as the First
Amendment, the Sheafe Trust is described exactly as follows: “Sheafe Living
Trust UA dated February 29, 1984.” See Exhibit 10, Page 1.

- 1 d. Of course, given that the New Note and First Amendment were purportedly
2 created at the exact same time in 2006, and the Operating Agreement was only
3 done five months earlier, this begs the question: why was Sharon K. Sheafe's
4 name left off the description of the Sheafe Trust since it consistently appears in
5 every other description of the Trust from that time?
6
7 e. The Answer, of course, is a simple one, and becomes self-evident when one
8 reviews the description of the Sheafe Trust from any of the modern documents,
9 such as the Sheafe Lien done in 2015, on which the trust is described exactly as
10 it is the New Note: "Sheafe Living Trust UA dated February 29, 1984."
11
12 f. Apparently, sometime after 2006, Sheafe and his then wife Sharon separated,
13 and the Sheafe Trust was amended to reflect this fact. Of course, unless the
14 preparer of the New Note, which was created in 2006, had a crystal ball or the
15 ability to see into the future, there would have been no reason to leave Sharon
16 Sheafe's name out of the description of the Sheafe Trust, b/c as its been well
17 established, she was in fact a part of the Trust in 2006.
18
19 g. Accordingly, the foregoing blunder with respect to the description of the
20 Sheafe Trust, along with all the other glaring, self-serving deficiencies and
21 inconsistencies as compared to the First Amendment, only leaves one to
22 conclude that the New Note never existed in 2006, and was prepared after
23 receipt of the Demand Letter in a foolhardy attempt to remedy the numerous
24 deficiencies brought to Sheafe's attention with respect to the First Amendment.
25
26
27
28

PRAYER FOR RELIEF

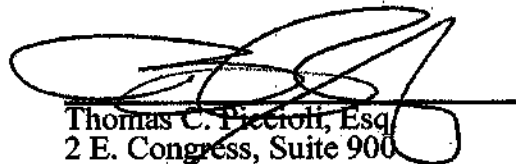
15 WHEREFORE, Plaintiff Skyline Ridge requests that this Court enter judgment
16 against Defendants Sheafe Trust and Sheafe, jointly and severally, in favor of Skyline
17 Ridge and against Defendants as follows:

- 18 A. For judgment immediately clearing, releasing, and forever discharging the
19 Sheafe Lien recorded at document no. 20151420215 in the Office of the
20 Pima County Recorder against the Land;
21
22 B. For judgment awarding either treble Skyline Ridge's actual damages to be
23 proved at trial or \$5,000.00, whichever is greater, pursuant to A.R.S. § 33-
24 420(A);
25
26 C. For judgement awarding either treble Skyline Ridge's actual damages to be
27 proved at trial or \$1,000.00, whichever is greater, pursuant to A.R.S. § 33-
28 420(C);

- 1 D. For an award of Skyline Ridge's attorneys' fees, costs, and expenses
2 incurred by it in the prosecution of this action, pursuant to A.R.S. § 33-
3 420(A) and (C) and as otherwise permitted by law;
- 4 E. For interest on all sums awarded at the highest legal rate from the date of
5 judgment until paid;
- 6 F. For an award of Skyline Ridge's reasonable attorneys' fees, costs, and
7 expenses to be incurred in connection with the enforcement of any
8 judgment to be entered herein, together with interest at the highest legal rate
9 on said sums;
- 10 G. For this Court's order to Defendants that they show cause, if any they may
11 have, why the relief requested in this Petition for Special Action should not
12 be granted; and
- 13 H. For such other and further relief as this Court deems just and proper in the
14 circumstances.

15
16 RESPECTFULLY SUBMITTED this 12th day of December, 2016.

17
18
19
20 **THOMAS C. PICCIOLI**

21 

22 Thomas C. Piccioli, Esq.
23 2 E. Congress, Suite 900
24 tom@picciolilaw.com
25 520-471-3913
26 SBN: 012456; PAN: 45268
27 Attorney for Plaintiff Skyline Ridge
28