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(If Attorney) State Bar Number: 022384, Issuing State: AZ

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

Elizabeth Matthews, et al.
Plaintiff(s),
v.
andrew Carranza, et al.
Defendant(s).

Case No. C20240753

SUMMONS

HON. KYLE BRYSON

To: Gabriel Carranza

WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons.
2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 110 West Congress Street, Tucson, Arizona 85701 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>.
Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
Note: If you do not file electronically you will not have electronic access to the documents in this case.
3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service.

Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of PIMA



SIGNED AND SEALED This Date: 2/6/2024

Gary L. Harrison

Clerk of the Superior Court

By: ALAN WALKER /s/

Deputy Clerk

Person/Attorney Filing: Jeanna Chandler
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HON. KYLE BRYSON

To: andrew Carranza

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(If ATTORNEY) STATE BAR NUMBER: 022384, Issuing State: AZ

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Gary L. Harrison
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2/6/2024 11:58:17 AM
BY: ALAN WALKER /s/
DEPUTY
Case No. C20240753
HON. KYLE BRYSON

ARIZONA SUPERIOR COURT, PIMA COUNTY

Elizabeth Matthews, et al.
Plaintiff(s),

V.

CASE NO: _____

andrew Carranza, et al.
Defendant(s).

RULE 102a FASTAR CERTIFICATE

The undersigned certifies that he or she knows the eligibility criteria set by FASTAR Rule 101b
and certifies that this case:

**(NOTE – YOU MUST CHECK ONE OF THE BOXES BELOW OR THE CLERK WILL
NOT ACCEPT THIS FORM.)**

- ☐ DOES meet the eligibility criteria established by Rule 101b; or
☒ DOES NOT meet the eligibility criteria established by Rule 101b.

Dated: _____

Jeanna Chandler /s/
SIGNATURE

**In the Superior Court of the State of Arizona
In and For the County of Pima**

Plaintiff's Attorneys:

Jeanna Chandler - Primary Attorney
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Law Firm: Udall Law Firm LLP
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Maile L Belongie
Bar Number: 36194, issuing State: AZ
Law Firm: Udall Law Firm LLP
Telephone Number: (520)623-4353

Plaintiffs:

Elizabeth Matthews
4801 E. Broadway Blvd. Ste. 400
Tucson, AZ 85711

Sassan Momtazbakhsh
4801 E. Broadway Blvd. Ste. 400
Tucson, AZ 85711

Defendants:

andrew Carranza
5662 W. Copperhead Drive
Tucson, AZ 85742

Gabriel Carranza
3301 W. Bayleaf Drive
Tucson, AZ 85741

Discovery Tier t2

Case Category: Contracts
Case Subcategory: Fraud

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

ELIZABETH MATTHEWS and SASSAN
MOMTAZBAKHSH, a married couple,

Plaintiff(s),

vs.

ANDREW CARRANZA and JANE DOE, a
married couple, GABRIEL CARRANZA
and JANE DOE, a married couple,

Defendant(s).

NO.

COMPLAINT

Assigned to:

Plaintiffs Elizabeth Matthews and Sassan Momtazbakhsh ("Plaintiffs"), by and
through their counsel undersigned, hereby file this Complaint and allege as follows:

PARTIES

1. Plaintiffs are a married couple residing in Pima County, Arizona.
2. Upon information and belief, Defendants Andrew Carranza and Jane Doe Carranza are a married couple residing in Pima County, Arizona, and, at all times relevant hereto, were married and acting on behalf of, and for the benefit of, the marital community.

1 3. Defendant Andrew Carranza is the qualifying party for the defending licensed
2 contractor, Settlers West Home Builder LLC ("Settlers West") and, upon information and
3 belief, is the sole member of Settlers West.

4 4. Upon information and belief, Garbiel Carranza and Jane Doe Carranza are a
5 married couple residing in Pima County, Arizona, and, at all times relevant hereto, was
6 married and acting on behalf of, and for the benefit of, the marital community.

7 5. Moreover, upon information and belief, Defendants Andrew and Gabriel
8 Carranza are the alter-egos of each other and of Settlers West, and for all intents and purposes
9 are one in the same. At all relevant times there existed a unity of interest, ownership, and
10 control between these parties such that any separateness between them has ceased to exist, if
11 it in fact ever existed.

12 6. Upon information and belief, at all times herein, Defendants Andrew and
13 Gabriel Carranza were acting as the duly authorized agents (express, implied, apparent, and/or
14 otherwise) and/or employees of each other and Settlers West and at all relevant times acted
15 within the purpose, course, and scope of such agency and/or employment, and with the
16 permission and consent of each other and with the knowledge, authorization, permission,
17 consent, and/or subsequent ratification and approval of each other.

18
19
20
21
22
23 **JURISDICTION AND VENUE**

24 7. This action is related to events and conduct that occurred in Pima County,
25 Arizona.

26 4. This Court has personal jurisdiction over Defendants because they have caused
27 events to occur in Pima County, Arizona that form the basis of this Complaint.
28

1 5. The Court has subject matter jurisdiction over the dispute pursuant to article 6,
2 Section 14 of the Arizona Constitution because the value of property is in excess of \$1,000.

3 6. Venue is proper in this Court because the activities related to the dispute
4 occurred in Pima County, Arizona.
5

6 **FACTUAL ALLEGATIONS**
7 **(First Home)**

8 7. On May 2, 2022, Plaintiffs entered into a contract with Settlers West for the
9 construction of a custom home on 5199 North 1st Avenue, Tucson, in exchange for the
10 payment of \$1,039,500.00. A true and correct copy of the Construction Contract is attached
11 hereto as **Exhibit A**.
12

13 8. On the same date, Plaintiffs paid Settlers West an initial deposit of \$82,900.00
14 toward the project.
15

16 9. At all times, Plaintiffs communicated with Gabriel Carranza regarding the
17 details of the construction plans.

18 10. Plaintiffs believed Gabriel to be a member of Settlers West and the primary
19 contractor responsible for the project.
20

21 11. Moreover, Gabriel conducted most of the field visits to the construction site,
22 and, upon information and belief, was the person who coordinated the permitting for
23 Plaintiffs' home with the County.
24

25 12. Plaintiffs paid Settlers West a second deposit of \$72,424.00 on June 15, 2022.

26 13. For the remainder of the balance, Plaintiffs secured a loan from the National
27 Bank of Arizona ("NBA"), in the amount of \$999,500.00 to fund this construction project.
28

1 14. Of the loan amount, only \$877,000 was intended for the project, and the
2 remaining \$122,500 were contingency funds in the event that upgrades or additions were
3 made.

4 15. Upon information and belief, Settlers West received a quote for the initial
5 excavation work from a contractor, David Evans with Green Hill Development, for
6 \$27,000.00.
7

8 16. However, instead of employing Mr. Evans at that price, Settlers West charged
9 Plaintiffs approximately \$110,000.00 for the excavation work.
10

11 17. Over time, Plaintiffs began to notice that a number of significant delays had
12 prolonged the projects.
13

14 18. Plaintiffs received numerous excuses from Settlers West throughout the
15 duration of the project to attempt to explain the delays.

16 19. Further, Settlers West charged Plaintiffs for upgrades to the home that were
17 over and above the contract price.
18

19 20. Settlers West promised Plaintiffs large discounts on these upgrades if they
20 agreed to pay in cash.

21 21. Even though Plaintiffs advanced multiple cash payments for upgrades to
22 Settlers West, the upgrades remain either uncompleted or not started at all.
23

24 22. Settlers West also invoiced Plaintiffs for completing the driveway and septic
25 system, and it separately invoiced NBA approximately \$12,000 and \$8,000, respectively, for
26 those same items.
27
28

1 23. Upon information and belief, Settlers West never initiated a permit application
2 for the home's utilities.

3 24. On May 3, 2023, Plaintiffs paid Settlers West \$7,725.00 for the installation of
4 a fire sprinkler system in the home.

5 25. Plaintiffs have learned that Settlers West has not paid Allan Fire Protection
6 Systems, the subcontractor who installed the fire sprinkler system, despite being invoiced
7 \$6,400.00 for these services on May 17, 2023,
8

9 26. Moreover, Plaintiffs have discovered that the cost breakdown that Settlers West
10 submitted to NBA was different from the completed plans they agreed upon.

11 27. Plaintiffs signed off on the cost breakdown documents with NBA, because they
12 relied that the cost breakdown submitted by Settlers West would be the same breakdown the
13 parties had agreed upon.
14

15 28. Once Plaintiffs realized the discrepancy between the cost breakdown given to
16 NBA and what had been approved by them, they contacted NBA.
17

18 29. NBA told Plaintiffs to resolve the issue with Settlers West.
19

20 30. When Plaintiffs contacted Andrew about the discrepancy, he told Plaintiffs that
21 he was "looking into it" and did not provide updates for several months.
22

23 31. NBA continued to disperse funds to Settlers West, despite the fact that work
24 had not been completed on the prior draws.

25 32. Ultimately, Andrew represented to Plaintiffs via text message that he spoke
26 with NBA and moved some numbers around, which would permit him to add the upgrades
27 into future draws.
28

1 33. Plaintiffs received this text message from Andrew just a few days before they
2 received notice of the alleged dissolution of Settlers West.

3 34. Upon information and belief, NBA did not adequately inspect the first home to
4 determine whether the work was reasonably completed before the next draw was dispersed.
5

6 35. For instance, NBA dispersed funds to Settlers West for completing the
7 trenching, despite the trenching work not having commenced.

8 36. As a result, over \$850,000.00 of the loan funds for the project have been paid
9 out to Settlers West, despite very little work being completed.
10

11 37. Additionally, Plaintiffs have paid Settlers West approximately \$60,000.00 in
12 the form of cash, checks, and credit cards for extra upgrades in the first home that were never
13 completed.
14

15 38. Presently, the construction of the home is in the drywall stage, with very little
16 work completed.
17

18 **FACTUAL ALLEGATIONS**
19 **(Second Home)**

20 39. In July of 2022, Plaintiffs entered into a second contract with Settlers West for
21 a custom guest house, located on the same street as the first house, for the purchase price of
22 \$304,300.00. A true and correct copy of the Construction Contract is attached hereto as
23 **Exhibit B.**
24

25 40. Settlers West offered Plaintiffs a \$43,000 discount on the second home if they
26 agreed not to take out a loan for the home, and to pay Settlers West half of the contract amount
27 upfront, in cash.
28

1 41. Settlers West rushed Plaintiffs into accepting the offer by indicating that it
2 would only be available for a few days.

3 42. On July 7, 2022, Plaintiffs paid Settlers West the initial down payment for the
4 guest house of \$152,150.00.
5

6 43. As a result of Settlers West's promises of a discount, Plaintiffs opted not to take
7 out a loan for this second contract and instead paid Settlers West from their own funds.

8 44. Over the next few months, the project experienced significant permitting
9 delays.
10

11 45. During this time, Settlers West did not take any action to expedite the process,
12 despite the fact that they were holding a large amount of money for the project.
13

14 46. Plaintiffs received numerous excuses from Settlers West throughout the
15 duration of the project to attempt to explain the delays.

16 47. Plaintiffs discovered that the permitting process was delayed because Settlers
17 West was not responding to the city's requests for further information.
18

19 48. After months of permitting delays in which the project had not commenced,
20 Plaintiffs requested that Settlers West return their deposit.

21 49. Settlers West told Plaintiffs that it was not as simple as returning the money,
22 and that they would lose some of their deposit.
23

24 50. Instead, Settlers West agreed to put the money in trust for Plaintiffs, which, to
25 Plaintiff's understanding, never occurred.
26
27
28

1 51. Moreover, Plaintiffs began to realize that Settlers West was requesting that
2 Plaintiffs advance funds for the project, even though work had not been fully completed for
3 the prior payments.

4 52. Specifically, Plaintiffs paid Settlers West the second (\$60,860.00) and third
5 (\$44,145.00) draws towards for guest home contract on September 5, 2023, and October 12,
6 2023, respectively.

7 53. After these payments, the remaining balance on the guest home contract is
8 \$38,795.00.
9

10 54. However, the majority of the work to be completed by Settlers West under both
11 contracts remains unfinished.
12

13 55. Moreover, a \$12,000.00 lien has been placed on Plaintiff's second home by an
14 electrician that was not paid by Settlers West.
15

16 56. Plaintiffs discovered that Settlers West filed for bankruptcy on December 6,
17 2023.
18

19 57. Upon information and belief, at the time the construction contracts were
20 executed by the parties and the last two payments were accepted from Plaintiffs, Defendants
21 were insolvent or nearing insolvency and unable to pay their debts as they became due.
22

23 58. Upon information and belief, Settlers West used funds for the benefit of its
24 members, managers, officers, and/or directors (and/or other business ventures).

25 59. Upon information and belief, based on estimates provided by a different
26 contractor, it will cost Plaintiffs approximately \$400,000.00 to complete both homes.
27
28

60. As this matter arises out of contract, Plaintiffs are entitled to recovery of their attorney's fees and costs pursuant to A.R.S. §§ 13-341 and 12-341.01.

COUNT ONE
(Andrew's personal liability as a Qualifying Party)

61. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

62. Under A.R.S. § 32-1127(B), while a party is engaged as the qualifying party for a licensee, the “qualifying party is responsible for any violation of [Title 32, Chapter 10] by the licensee.”

63. Andrew is the qualifying party for Settlers West.

64. Andrew also negotiated with Plaintiffs, made promises to Plaintiffs, communicated directly with Plaintiffs after the contracts were executed.

65. Pursuant to A.R.S. § 32-1154, a “holder of a license or any person named on a license” may not:

- a. Refuse to perform;
- b. Commit fraudulent acts resulting in another person being substantially injured which includes making material representations;
- c. Utilize “[f]alse, misleading, or deceptive advertising whereby any member of the public was misled and injured.”

66. As demonstrated in this Complaint, Andrew committed the specific acts listed above in violation of § 32-1154.

67. As a result, Andrew, as the qualifying party for Settlers West, is responsible for said violations.

COUNT TWO
(Breach of Contract – First Home)

68. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

69. The parties entered into a contract for a custom home on May 2, 2022.

70. Plaintiff took out a loan to secure funds for the contract.

71. Although Settlers West has received the bulk of the purchase price under the contract, very little work has been performed.

72. Upon information and belief, Settlers West used the funds for this project on other projects, or for the personal benefit of its members and directors.

73. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted as the alter-ego of each other and Settlers West for all intents and purposes.

74. Settlers West has breached the material terms of the agreement by failing to construct the home.

75. Plaintiffs performed each and every obligation owed by them under the construction contract or is otherwise excused from completing performance thereunder.

76. As a direct and proximate result of Settlers West's breach and wrongful conduct described herein, Plaintiffs have suffered damages in an amount to be determined at trial.

77. Plaintiffs are entitled to prejudgment interest and to recover their fees and costs pursuant to A.R.S. §§ 12-341 and 12-341.01, and pursuant to the contract.

COUNT THREE
(Breach of Contract – Second Home)

78. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

79. Plaintiffs and Settlers West entered into a construction contract for a guest home on July 7, 2022.

80. Defendants are alter-egos of Settlers West.

81. To date, Plaintiffs have paid Defendants approximately \$265,505.00 under the contract for the guest home.

82. Moreover, a \$12,000.00 lien has been placed on Plaintiff's home as a result of Defendants' failure to pay the subcontractors as required by the contract.

83. Upon information and belief, Settlers West used the funds for this project on other projects, or for the personal benefit of its members and directors.

84. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted as the alter-ego of each other and Settlers West for all intents and purposes.

85. Defendants have breached the material terms of the agreement by failing to construct the home.

86. Plaintiffs performed each and every obligation owed by them under the construction contract or is otherwise excused from completing performance thereunder.

87. As a direct and proximate result of Defendants' breach and wrongful conduct described herein, Plaintiffs have suffered damages in an amount to be determined at trial.

1 88. Plaintiff is entitled to prejudgment interest and recover its fees and costs
2 pursuant to A.R.S. §§ 12-341 and 12-341.01, and pursuant to the contract.

3 **COUNT FOUR**
4 **(Breach of the Covenant of Good Faith and Fair Dealing)**

5 89. Plaintiffs incorporate herein by this reference all allegations set forth above as
6 though fully set forth herein.

7
8 90. The contracts between the parties contained an implied covenant of good faith
9 and fair dealing whereby Defendants agreed to act in good faith in honoring their obligations
10 to Plaintiffs under the contracts.

11 91. Plaintiffs performed every obligation owed by them under the contracts.

12 92. Defendants breached their obligations under the contracts as described more
13 particularly above, failed to act in good faith, and impaired Plaintiffs' rights under the
14 contracts.
15

16
17 93. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted
18 as the alter-ego of each other and Settlers West for all intents and purposes.

19 94. As a direct and proximate result of Defendants' breaches and wrongful conduct,
20 Plaintiffs have been damaged in an amount to be determined at trial.

21
22 95. As this matter arises out of contract, Plaintiffs are entitled to their costs and
23 reasonable attorneys' fees pursuant to A.R.S. §§ 12-341 and 12-341.01.

24 **COUNT FIVE**
25 **(Fraud)**

26
27 96. Plaintiffs incorporate herein by this reference all allegations set forth above as
28 though fully set forth herein.

1 97. As alleged above, Defendants Andrew and Gabriel, individually and on behalf
2 of Settlers West, fraudulently induced Plaintiffs to enter into the construction contracts and
3 to make payments thereunder by promising to purchase the materials necessary to construct
4 the homes and to actually construct the homes with the funds tendered for that purpose.
5

6 98. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted
7 as the alter-ego of each other and Settlers West for all intents and purposes.
8

9 99. Andrew and Gabriel concealed the fact that they intended to use Plaintiffs'
10 funds for purposes other than what the contracts call for.

11 100. Moreover, Defendants took money from Plaintiffs and did not use that money
12 to pay their subcontractors, resulting in a lien being placed on Plaintiff's home.
13

14 101. Upon information and belief, Defendants charged Plaintiff for work on the first
15 home for which it had already been paid by NBA.

16 102. Upon information and belief, at the time the parties entered into the contracts
17 and when the funds were given to Defendants, Defendants had no intention to use the money
18 to complete the project.
19

20 103. Rather, Andrew and Gabriel made the fraudulent representation knowing that
21 Settlers West was insolvent or nearing insolvency at the time it took possession of Plaintiff's
22 money and/or that Defendants intended to use the money for other projects or to pay its
23 creditors.
24

25 104. Plaintiffs believed Defendants' representations were truthful and that
26 Defendants were earnest in their desires to comply with their contractual obligations.
27
28

105. Had Plaintiffs known the true facts regarding the false and fraudulent representations (and material omissions), they never would have entered into the construction contracts.

106. Plaintiffs actually and justifiably relied on Defendants' representations and omissions.

107. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs have suffered damages in an amount to be determined at trial.

108. In taking the actions described herein, Andrew and Gabriel, individually and on behalf of Settlers West, intended to injure Plaintiffs, and/or consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to Plaintiffs and acted with an evil hand guided by an evil mind.

109. Plaintiffs are thus entitled to an award of punitive damages.

COUNT SIX
(Fraudulent Concealment)

110. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

111. Upon information and belief, Plaintiffs allege that, at the time Defendants made the above-referenced fraudulent representation, Defendants did not intend to use Plaintiffs' money to purchase the materials and construct the home.

112. Rather, at the time of Defendants' fraudulent representation, Defendants were aware that Settlers' West was insolvent or nearing insolvency and/or that Defendants intended

1 to use Plaintiffs' money for their own purposes, such as paying creditors and for other
2 projects.

3 113. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted
4 as the alter-ego of each other and Settlers West for all intents and purposes.
5

6 114. By their acts of concealment or omission, Defendants intentionally prevented
7 Plaintiffs from acquiring information regarding Defendants' insolvency that would be
8 material to their agreement for construction services.
9

10 115. Had Plaintiffs known the true facts regarding Defendants' intent for their
11 money, they never would have entered into the contracts or made any payments to
12 Defendants.
13

14 116. As a direct and proximate result of Defendants' fraudulent concealment,
15 Plaintiffs suffered damages in an amount to be determined at trial.

16 117. In taking the actions described herein, Andrew and Gabriel, individually and on
17 behalf of Settlers West, intended to injure Plaintiffs, and/or consciously pursued a course of
18 conduct knowing that it created a substantial risk of significant harm to Plaintiffs and acted
19 with an evil hand guided by an evil mind.
20

21 **COUNT SEVEN**
22 **(Negligent Misrepresentation)**

23 118. Plaintiffs incorporate herein by this reference all allegations set forth above as
24 though fully set forth herein.
25

26 119. Defendants each owed a duty of care to Plaintiffs.
27
28

1 120. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted
2 as the alter-ego of each other and Settlers West for all intents and purposes.

3 121. When Defendants made the fraudulent representations referred to above, they
4 failed to exercise reasonable care and had no reasonable ground for believing those
5 representations to be true.
6

7 122. In fact, Defendants should have known that Settlers West was insolvent or
8 nearing insolvency at the time it accepted Plaintiffs' money.
9

10 123. Defendants' use of Plaintiffs' money for purposes other than the materials for
11 and construction of the home rendered it unable to comply with its contractual obligations to
12 Plaintiff when it came time to do so.
13

14 124. Defendants knew or should have known that using Plaintiffs' money for
15 purposes other than the construction of the home would result in damage to Plaintiffs.
16

17 125. Nonetheless, Defendants' representations (and/or material omissions), made
18 with the intention of inducing Plaintiffs to act in reliance on those representations, did in fact
19 induce Plaintiffs to tender money to Defendants for the construction of the home.

20 126. Plaintiffs' reliance on the aforementioned representations (and/or material
21 omissions) was actual, reasonable, and justifiable.
22

23 127. As a direct and proximate result of Defendants' negligent misrepresentations
24 described above, Plaintiffs were damaged in an amount to be proven at trial.
25
26
27
28

COUNT EIGHT
(Unjust Enrichment)

128. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

129. Defendants benefitted from retaining Plaintiffs' money without providing the Plaintiffs a benefit in exchange.

130. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted as the alter-ego of each other and Settlers West for all intents and purposes.

131. Defendants' actions resulted in a detriment to Plaintiffs.

132. It is unequitable and unjust for Defendants to retain the amount paid by Plaintiffs; however, Defendants have failed and refused to remit payment of the balance owned to Plaintiffs.

133. As a natural and foreseeable consequence thereof, Plaintiffs were damaged in an amount to be proven at trial.

COUNT NINE
(Consumer Fraud)

134. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

135. Defendants, individually and on behalf of Settlers West, used deception, made false promises, made misrepresentations, and concealed, suppressed, and/or omitted material facts in connection with the execution of the contracts and the requests for payment thereunder.

1 136. Moreover, for the duration of their interactions with Plaintiffs, Defendants acted
2 as the alter-ego of each other and Settlers West for all intents and purposes.

3 137. Andrew and Gabriel, individually and on behalf of Settlers West, intended that
4 Plaintiffs rely upon such deception, false promises, misrepresentations and concealment, and
5 suppression and omission of material facts.
6

7 138. Plaintiffs did not know and reasonably could not have known about the false
8 and misleading nature of the representations and omissions until after their last payment in
9 October of 2023.
10

11 139. Plaintiffs suffered damages as a direct and proximate result of relying on
12 Defendants' deception, false promises, misrepresentations and concealment, suppression,
13 and/or omission of material facts by entering into the contracts and making payments
14 thereunder in expectation of being built a home and guest home by Defendants.
15

16 140. Defendants' actions constitute consumer fraud under A.R.S. § 44-1521, et seq.
17

18 141. In taking the actions described herein, Andrew and Gabriel, individually and on
19 behalf of Settlers West, intended to injure Plaintiffs, and/or consciously pursued a course of
20 conduct knowing that it created a substantial risk of significant harm to Plaintiffs and acted
21 with an evil hand guided by an evil mind.
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23 142. Defendants are thus liable for the damages Plaintiffs suffered as a direct and
24 proximate result of these actions.
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COUNT TEN
(Alter Ego/Piercing the Corporate Veil)

143. Plaintiffs incorporate herein by this reference all allegations set forth above as though fully set forth herein.

144. Upon information and belief, at all relevant times herein, there exists and existed a unity of interest, control, and ownership between all Defendants, such that any individuality and separateness between them has ceased, and Andrew and Gabriel are the alter-egos of Settlers West.

145. Adherence to the fiction of the separate existence of Settlers West as an entity distinct from the other Defendants would permit an abuse of the corporate privilege and would promote injustice.

146. Such abuse has rendered Settlers West insolvent and unable to meet its obligations to creditors, Plaintiffs included.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand the following relief from Defendants:

- a. For judgment in favor of Plaintiffs and against Defendants;
- b. For general, compensatory, and special damages in an amount to be proven at trial;
- c. For punitive damages;
- d. For Plaintiffs' costs and attorneys' fees, pursuant to A.R.S. §§ 12-341 and 12-341.01;
- e. For pre- and post-judgment interest on damages at the maximum legal rate; and

1 f. For such other and further relief as may be proper and just under the
2 circumstances.

3 DATED this 6th day of February, 2024.
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5 UDALL LAW FIRM, LLP
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8 By: /s/ Jeanna M. W. Chandler

9 Jeanna M. W. Chandler

10 Maile L. Belongie

11 *Attorneys for Plaintiffs*
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