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6 *Attorneys for Plaintiffs/Counter-Defendants*

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF LA PAZ**

9 RODNEY ELLWOOD SCHLESENER, an  
unmarried man and Arizona resident  
10 doing business as "HT4,"

11 Plaintiff,

12 vs.

13 LANDARIZONA/JAK LLC, an Arizona  
limited liability company,

14 Defendant.

Case No.: S1500CV202400045

**REPLY TO DEFENDANT/  
COUNTER-CLAIMANT'S  
AMENDED COUNTERCLAIM**

(Assigned to the Honorable  
Marcus Kelley)

16 LANDARIZONA/JAK LLC, an Arizona  
limited liability company,

17 Defendant/Counterclaimant,

18 vs.

19  
20 RODNEY ELLWOOD SCHLESENER, an  
unmarried man and Arizona resident  
21 doing business as "HT4,"

22 Plaintiff/Counter-Defendant.

23 Plaintiff/Counter-Defendant Rodney Ellwood Schlesener dba HT4 ("HT4"), for  
24 his Reply to Defendant/Counterclaimant (LandArizona/JAK, LLC's ("LandAZ's"))  
25 Amended Counterclaim, admits, denies and alleges as follows:  
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27  
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1 **THE PARTIES**

2 1. In answer to paragraph 1 of LandAZ's Amended Counterclaim, HT4  
3 admits that LandAZ is an Arizona limited liability company that conducts business in  
4 La Paz County, Arizona.

5 2. In answer to paragraph 2 of LandAZ's Amended Counterclaim, HT4  
6 admits the allegations therein and further alleges that it conducts business in counties  
7 other than LaPaz, as well.

8 **JURISDICTION AND VENUE**

9 3. In answer to paragraph 3 of LandAZ's Amended Counterclaim, HT4  
10 admits the allegations therein.

11 4. In answer to paragraph 4 of LandAZ's Amended Counterclaim, HT4  
12 denies the allegations to the extent that they imply that HT4 committed acts or caused  
13 events out of which liability to LandAZ could arise.

14 5. In answer to paragraph 5 of LandAZ's Amended Counterclaim, HT4  
15 admits the allegations therein.

16 6. In answer to paragraph 6 of LandAZ's Amended Counterclaim, HT4  
17 admits that this action qualifies for a Tier 1 assignment.

18 7. In answer to paragraph 7 of LandAZ's Amended Counterclaim, HT4  
19 admits the allegations therein.

20 **GENERAL ALLEGATIONS**

21 8. In answer to paragraph 8 of LandAZ's Amended Counterclaim, HT4  
22 incorporates by reference the allegations in paragraph 7 of its Complaint and denies  
23 the allegations of paragraph 8 to the extent that they contradict with those in paragraph  
24 7.

25 9. In answer to paragraph 9 of LandAZ's Amended Counterclaim, HT4  
26 admits that progress payments were made.

1           10. In answer to paragraph 10 of LandAZ's Amended Counterclaim, HT4  
2 denies the allegations therein and affirmatively alleges that the form of lien waiver was  
3 provided by LandAZ.

4           11. In answer to paragraph 11 of LandAZ's Amended Counterclaim, HT4  
5 denies the allegations therein to the extent that it does not correctly recite the notice  
6 provisions of the form of waiver.

7           12. In answer to paragraph 12 of LandAZ's Amended Counterclaim, HT4  
8 denies the allegations therein.

9           13. In answer to paragraph 13 of LandAZ's Amended Counterclaim, HT4  
10 admits that Exhibit B to the Amended Counterclaim includes, but is not limited to, the  
11 language set forth therein.

12           14. In answer to paragraph 14 of LandAZ's Amended Counterclaim, HT4  
13 admits that Exhibit B to the Amended Counterclaim includes, but is not limited to, the  
14 language set forth therein.

15           15. In answer to paragraph 15 of LandAZ's Amended Counterclaim, HT4  
16 denies the allegations therein.

17           16. In answer to paragraph 16 of LandAZ's Amended Counterclaim, HT4  
18 admits the allegations therein.

19           17. In answer to paragraph 17 of LandAZ's Amended Counterclaim, HT4  
20 admits the allegations therein.

21           18. In answer to paragraph 18 of LandAZ's Amended Counterclaim, HT4  
22 denies the allegations therein.

23           19. In answer to paragraph 19 of LandAZ's Amended Counterclaim, HT4  
24 denies the allegations therein.

25           20. In answer to paragraph 20 of LandAZ's Amended Counterclaim, HT4  
26 denies the allegations therein and affirmatively alleges that HT4 submitted a billing to  
27 LandAZ for the value of certain work performed by HT4 at LandAZ's direction (the  
28 "Additional Work").

1           21. In answer to paragraph 21 of LandAZ's Amended Counterclaim, HT4  
2 denies the allegations therein and affirmatively alleges that LandAZ is  
3 mischaracterizing HR4's statements.

4           22. In answer to paragraph 22 of LandAZ's Amended Counterclaim, HT4  
5 denies the allegations therein.

6           23. In answer to paragraph 23 of LandAZ's Amended Counterclaim, HT4 is  
7 without sufficient knowledge or information from which to form a belief as to the truth  
8 or falsity of the allegations therein and, therefore, denies same.

9           24. In answer to paragraph 24 of LandAZ's Amended Counterclaim, HT4  
10 denies the allegations therein.

11           25. In answer to paragraph 25 of LandAZ's Amended Counterclaim, HT4  
12 denies the allegations therein.

13           26. In answer to paragraph 26 of LandAZ's Amended Counterclaim, HT4  
14 denies the allegations therein.

15           27. In answer to paragraph 27 of LandAZ's Amended Counterclaim, HT4  
16 admits that A.R.S. § 33-1008(D)(3) includes the language set forth therein.

17           28. In answer to paragraph 28 of LandAZ's Amended Counterclaim, HT4  
18 denies the allegations therein.

19           29. In answer to paragraph 29 of LandAZ's Amended Counterclaim, HT4  
20 denies the allegations therein.

21           30. In answer to paragraph 30 of LandAZ's Amended Counterclaim, HT4  
22 denies the allegations therein.

23           31. In answer to paragraph 31 of LandAZ's Amended Counterclaim, HT4  
24 denies the allegations therein.

25           32. In answer to paragraph 32 of LandAZ's Amended Counterclaim, HT4  
26 denies the allegations therein and alleges that HT4 demanded payment for the  
27 Additional Work from which LandAZ received a benefit.

33. In answer to paragraph 33 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein and alleges that HT4 demanded payment for the Additional Work from which LandAZ received a benefit.

34. In answer to paragraph 34 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

35. In answer to paragraph 35 of LandAZ's Amended Counterclaim, HT4 admits the allegations therein.

36. In answer to paragraph 36 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

37. In answer to paragraph 37 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

38. In answer to paragraph 38 of LandAZ's Amended Counterclaim, HT4 admits the allegations therein.

39. In answer to paragraph 39 of LandAZ's Amended Counterclaim, HT4 admits the allegations therein.

40. In answer to paragraph 40 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

## COUNT I

**(Declaratory Judgment)**

41. HT4 incorporates, by reference, the above answers and allegations as if fully set forth herein.

42. In answer to paragraph 42 of LandAZ's Amended Counterclaim, HT4 admits the allegations therein.

43. In answer to paragraph 43 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

44. In answer to paragraph 44 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

1           45. In answer to paragraph 45 of LandAZ's Amended Counterclaim, HT4  
2 denies the allegations therein.

3           46. In answer to paragraph 46 of LandAZ's Amended Counterclaim, HT4  
4 denies the allegations therein.

5           47. In answer to paragraph 47 of LandAZ's Amended Counterclaim, HT4  
6 denies the allegations therein.

7           48. In answer to paragraph 48 of LandAZ's Amended Counterclaim, HT4  
8 denies the allegations therein.

9           49. In answer to paragraph 49 of LandAZ's Amended Counterclaim, HT4  
10 denies the allegations therein.

11          50. In answer to paragraph 50 of LandAZ's Amended Counterclaim, HT4  
12 denies the allegations therein.

13          51. In answer to paragraph 51 of LandAZ's Amended Counterclaim, HT4  
14 denies the allegations therein.

15                                   **COUNT II**

16                                   **(Fraud)**

17          52. HT4 incorporates, by reference, the above answers and allegations as if  
18 fully set forth herein.

19          53. In answer to paragraph 53 of LandAZ's Amended Counterclaim, HT4  
20 denies the allegations therein.

21          54. In answer to paragraph 54 of LandAZ's Amended Counterclaim, HT4  
22 denies the allegations therein.

23          55. In answer to paragraph 55 of LandAZ's Amended Counterclaim, HT4  
24 denies the allegations therein.

25          56. In answer to paragraph 56 of LandAZ's Amended Counterclaim, HT4  
26 denies the allegations therein.

27          57. In answer to paragraph 57 of LandAZ's Amended Counterclaim, HT4  
28 denies the allegations therein.

58. In answer to paragraph 58 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

59. In answer to paragraph 59 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

60. In answer to paragraph 60 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

61. In answer to paragraph 61 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

62. In answer to paragraph 62 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

63. In answer to paragraph 63 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

64. In answer to paragraph 64 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

65. In answer to paragraph 65 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

66. In answer to paragraph 66 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

67. In answer to paragraph 67 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

68. In answer to paragraph 68 of LandAZ's Amended Counterclaim, HT4 denies the allegations therein.

### COUNT III

**(Violation of A.R.S. § 33-420)**

69. HT4 incorporates, by reference, the above answers and allegations as if fully set forth herein

70. In answer to paragraph 70 of LandAZ's Amended Counterclaim, HT4 admits the allegations therein.

1           71. In answer to paragraph 71 of LandAZ's Amended Counterclaim, HT4  
2 denies the allegations therein.

3           72. In answer to paragraph 72 of LandAZ's Amended Counterclaim, HT4  
4 denies the allegations therein.

5           73. In answer to paragraph 73 of LandAZ's Amended Counterclaim, HT4  
6 denies the allegations therein.

7           74. In answer to paragraph 74 of LandAZ's Amended Counterclaim, HT4  
8 denies the allegations therein and affirmatively alleges that "the standards of liability"  
9 is a phrase without meaning or definition.

10          75. In answer to paragraph 75 of LandAZ's Amended Counterclaim, HT4  
11 denies the allegations therein.

12          76. In answer to paragraph 76 of LandAZ's Amended Counterclaim, HT4  
13 denies the allegations therein.

14          77. In answer to paragraph 77 of LandAZ's Amended Counterclaim, HT4  
15 denies the allegations therein.

16          78. In answer to paragraph 78 of LandAZ's Amended Counterclaim, HT4  
17 denies the allegations therein.

18          79. HT4 denies all allegations not specifically admitted herein.

19                           **AFFIRMATIVE DEFENSES**

20          53. HT4 affirmatively alleges that LandAZ's Amended Counterclaim fails to  
21 state a claim upon which relief may be granted.

22          54. As a further affirmative defense, HT4 alleges that LandAZ relies upon a  
23 form of waiver and release that varies, substantively, from that required by Arizona  
24 law and appears to be a form that follows California law, the state where the principal  
25 of LandAZ resides.

26          55. As a further affirmative defense, HT4 alleges unclean hands.  
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56. HT4 further affirmatively alleges that facts may come to light which may support any and all of the affirmative defenses set forth in Rule 8(c), Arizona Rules of Civil Procedure, and, therefore, HT4 pleads accord and satisfaction, arbitration, and award, assumption of risk, discharge in bankruptcy, duress, estoppel, illegality, laches, license, release, res judicata, statute of frauds, statute of limitations, waiver and any other matter constituting an avoidance or affirmative defense within the contemplation of said Rule.

WHEREFORE, having fully answered LandAZ's Amended Counterclaim, HT4 respectfully requests that this Court enter an order:

A. Dismissing LandAZ's Amended Counterclaim with prejudice;

B. Awarding HT4 its attorneys' fees pursuant to A.R.S. §§ 12-341.01, 33-420, 33-995, 33-998 or such other statute as the Court may find applicable;

C. Awarding HT4 its taxable costs pursuant to A.R.S. § 12-341; and

D. Awarding HT4 such other and further relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED this 10th day of July, 2024.

**WHEELER LAW GROUP, PLLC.**

/s/ Julianne C. Wheeler  
*Attorneys for Plaintiff/Counter-Defendant*

ORIGINAL e-filed this 10th day of July, 2024, via TurboCourt

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/s/ Julianne C. Wheeler

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**From:** TurboCourt Customer Service CustomerService@TurboCourt.com  
**Subject:** E-Filing Status: Form Set # 9720073 Delivered and eServed  
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Forms:

Attached Documents:

Reply: To Counterclaim: Reply to Am Counterclaim

Fees Paid:

Total Filing Fees: \$0.00

Provider Fee: \$10.30

E-Payment Fee: \$0.31

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