

1 **UDALL | SHUMWAY**
2 COUNSELORS AT LAW SINCE 1965

3 1138 NORTH ALMA SCHOOL ROAD, SUITE 101
4 MESA, ARIZONA 85201
5 Telephone: 480.461.5300 | Fax: 480.833.9392

6 Roger C. Decker (SBN 005411)

7 rcd@udallshumway.com

8 James B. Reed (SBN 014015)

9 jbr@udallshumway.com

10 docket@udallshumway.com

11 *Attorney for Plaintiffs*

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

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

14 **RODNEY ELLWOOD SCHLESENER,**
15 **an unmarried man and Arizona resident**
16 **doing business as HT4,**

17 **Plaintiff,**

18 **v.**

19 **LANDARIZONA/JAK, LLC, an Arizona**
20 **limited liability company,**

21 **Defendant.**

22 Case No.: S1500CV202400045

23 **DEFENDANTS' FIRST SET OF**
24 **WRITTEN DISCOVERY REQUESTS**
25 **TO PLAINTIFF**

26 **TO: PLAINTIFF Rodney Ellwood Schlesener dba HT4**

27 **Unless otherwise specified each request is posed to both defendants in this matter.**

28 Pursuant to Rules 33, 34, and 36 of the Arizona Rules of Civil Procedure, Defendant LandArizona/JAK, LLC ("Defendant" or "LandArizona"), hereby requests that Plaintiff Rodney Ellwood Schlesener dba HT4 ("Plaintiff" or "HT4") respond to each of the following Requests for Production, Requests for Admission, and Non-Uniform Interrogatories (collectively, the "Requests"). With regard to the Requests, the following General Instructions and Definitions shall apply.

1 **GENERAL INSTRUCTIONS**

2 1. Unless otherwise specified, the Requests seek information in your
3 possession, custody, and control. You are to respond to each Request with any information,
4 material, or documents that you possess or that are in your possession, custody, or control.

5 2. In response to the Requests, you are requested to provide not only
6 information and documents that are in your possession, but also all such information and
7 documents as are reasonably available to you, whether or not they are in your possession,
8 including those documents that are in your custody or control. If you are able to provide
9 only a portion of the information or documents called for by any particular request,
10 provide all of the information and documents that you are able to furnish, and state the
11 reason for your inability to provide the remainder.

12 3. If you object to, or otherwise decline to respond to, any portion of the
13 Requests, please provide all the information and documentation called for in that portion
14 of the request to which you do not object or to which you do not decline to respond. If you
15 object to a request on grounds that it is too broad, please provide such documents or
16 information that you consider to be properly responsive along with a detailed explanation
17 as to why you consider the remaining documents or information objectionable. If you
18 object to a request on grounds that it would constitute an undue burden to provide the
19 documents, please provide such requested documents as can be supplied without
20 undertaking such undue burden. For those portions of any request to which you object or
21 otherwise decline to respond, state the reason for such objection.

22 4. If you claim any privilege or other protection regarding information or
23 documents called for by the Requests, please identify the communication, document, or
24 other item for which privilege is claimed, the subject matter thereof, the type of privilege
25 or protection claimed, and the factual and legal bases for the claim or privilege.

26 5. If any documents requested herein or fairly comprised within the scope of
27 the Requests have been lost or destroyed, please provide in lieu of a true and correct copy
28 thereof a list of each document so lost or destroyed, together with the following

1 information: (a) the date of origin; (b) a brief description of the document; (c) the author
2 of the document; (d) the date upon which the document was lost or destroyed; (e) a brief
3 statement of the manner in which the document was lost or destroyed; and (f) a description
4 of any policy pursuant to which such document was destroyed.

5 6. If you make any objection in response to any of the Requests for Production
6 of Documents and on that basis decline to produce any document fairly comprised within
7 the scope of the Requests, please furnish in lieu of the production of such document a list
8 of each document withheld from production, together with the following information: (a)
9 the reason for withholding production; (b) a statement of the facts constituting the basis
10 for your withholding the document from production; and (c) a brief description of the
11 documents withheld, including (i) the date upon which the document was originated; (ii)
12 the identity of its author or preparer; (iii) the identity of each person who was a recipient
13 of the document; (iv) the specific request which encompasses the document; (v) a brief
14 description of the subject of the document; and (vi) the identity of all persons who have
15 personal knowledge of its subject matter.

16 7. If you are asked to “state the basis” of an allegation or contention, provide
17 (a) a particularized statement of each and every fact upon which such allegation or
18 contention is based; (b) the identity of each person who has knowledge of any facts that
19 support such allegation or contention; (c) the identity of each document that you claim
20 evidences, proves, or otherwise supports such allegation or contention.

21 8. The Requests are deemed to be continuing discovery requests to the fullest
22 extent contemplated by the Arizona Rules of Civil Procedure. If you acquire any
23 information or documents responsive to any of the Requests, or any portion thereof, please
24 supplement your response to include such additional information or documents.
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DEFINITIONS

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2 1. “HT4,” “you”, or “your” refers to Plaintiff Rodney Ellwood Schlesener dba
3 HT4 in the above-captioned matter, and any agents, employees, attorneys and all other
4 representatives of such persons/entities.

5 2. “LandArizona,” refers to Defendant LandArizona/JAK, LLC in the above-
6 captioned matter, and any agents, employees, attorneys and all other representatives of
7 such persons/entities.

8 3. The “Proposals” or “Contract” refers to the Contractual Agreements
9 consisting of three Quartzsite job proposals dated July 5, 2023 between HT4 and
10 LandArizona, appearing at Bates Label Numbers HT40001-3 in Plaintiff’s Rule 26.1
11 Disclosure Statement.

12 4. The “Project,” refers to the construction of a Waterline, Earthwork and
13 Earthwork for Site Pads, as detailed in the Contract.

14 5. “Describe,” “explain,” and/or “state,” when used in reference to a matter of
15 fact means to state every material fact and circumstance specifically and completely.

16 6. “October 4 Conditional Waiver” refers to the “Conditional Waiver and
17 Release on Final Payment”, dated October 4, 2023, in the amount of \$30,990.04 and
18 signed by Plaintiff, and appearing at Bates Label Number LA0021 as appended to
19 Defendant’s Rule 26.1 Disclosure Statement.

20 7. “October 11 Conditional Waiver” refers to the “Conditional Waiver and
21 Release on Final Payment” dated October 11, 2023, in the amount of \$25,010.34, and
22 signed by Plaintiff, and appearing at Bates Label Number HT4000011 as appended to
23 Plaintiff’s Rule 26.1 Disclosure Statement.

24 8. “Document” shall mean “document” as used in its broadest sense as defined
25 in Ariz. R. Civ. P. 34 and specifically includes any physical thing containing information,
26 all manner of written, typewritten, printed, electronic or recorded material whatsoever,
27 including any computerized, graphic, mechanical or oral records or recordings of any kind,
28 including without limitation, accounting ledgers; accounts payable and receivable;

1 agreements; appraisals and valuation estimates of any kind; audit reports and responses;
2 balance sheets; bank records; checks (canceled or otherwise); books; brochures; bulletins
3 calendars; cash flow records; catalogs; charge, personal, sale or other receipts;
4 communications; computer input, output, or records of any type; contracts;
5 correspondence; credit and loan applications; court filings; diaries; deeds; expense
6 records; financial data, statements or projections; insurance records; invoices; letters; logs;
7 magazines; memoranda; messages; minutes; newspapers; notes; offers; operating
8 statements; pamphlets; periodicals; plans; price lists; promissory notes; prospectuses;
9 publicity materials; reports; resolutions; statements; statistics; stock certificates; studies;
10 summaries; tax returns and records; telegrams; telephone records; teletype; telefax;
11 transcripts or other records of interviews or testimony given before any person, officer or
12 tribunal (whether sworn or unsworn); and worksheets.

13 9. "Communication" means any oral, graphic, demonstrative, telephonic,
14 verbal, electronic, written, or other conveyance of information, including documents.
15 "Communication" also includes any transmission made on any computer network,
16 including the "Internet."

17 10. "Referring to," "pertaining to," "relating to," "with respect to," "reflect,"
18 "reflecting," "regarding," and "concerning" mean, in addition to their customary and usual
19 meanings, showing or indicating knowledge of, constituting, embodying, composing (in
20 whole or in part), setting forth, evidencing, consisting, recording, mentioning, reporting
21 on, regarding, relating to, discussing, reflecting, or in any manner referring to, either
22 directly or indirectly.
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1 **REQUESTS FOR ADMISSION**

2 Pursuant to Rule 36 of the Arizona Rules of Civil Procedure, Plaintiff must admit
3 or deny the following Requests for Admission.

4 **REQUEST FOR ADMISSION NO. 1:**

5 Admit that HT4 and LandArizona are the exclusive parties to all three Proposals.

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7 Admit _____

Deny _____

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15 **REQUEST FOR ADMISSION NO. 2:**

16 Admit that each of the Proposals contains the following language: "Any alteration
17 or deviation from above specifications involving extra costs will be executed only upon
18 written order and will become an extra charge over and above the estimate."

19
20 Admit _____

Deny _____

1 **REQUEST FOR ADMISSION NO. 3:**

2 Admit that LandArizona did not sign any written order containing an alteration or
3 deviation from the specifications set forth in any of the three Proposals.

4 Admit _____

5 Deny _____

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11 **REQUEST FOR ADMISSION NO. 4:**

12 Admit that HT4 filled out, dated, signed, and subsequently transmitted to
13 LandArizona the October 4 Conditional Final.

14 Admit _____

15 Deny _____

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20 **REQUEST FOR ADMISSION NO. 5:**

21 Admit that LandArizona did not fill out any portion of the October 4 Conditional
22 Final.

23 Admit _____

24 Deny _____

1 **REQUEST FOR ADMISSION NO. 6:**

2 Admit that HT4 filled out, dated, signed, and transmitted to LandArizona the
3 October 11 Conditional Final.

4 Admit _____

Deny _____

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9 **REQUEST FOR ADMISSION NO. 7:**

10 Admit that LandArizona did not fill out any portion of the October 11
11 Conditional Final.

12 Admit _____

Deny _____

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18 **REQUEST FOR ADMISSION NO. 8:**

19 Admit that HT4 obtained from a source other than LandArizona the blank version
20 of the October 4 and October 11 Conditional Final that appears Plaintiff's Rule 26.1
21 Disclosure Statement at Bates Label Number HT4000041, and which appears at **Exhibit**
22 **A** hereto.

23
24 Admit _____

Deny _____

1 **REQUEST FOR ADMISSION NO. 9:**

2 Admit that the section of the October 11 Conditional Final that states
3 “**Exceptions** – This document does not affect any of the following: Disputed claims for
4 extras in the amount of: \$” is blank, with no handwritten or typed information of any
5 kind. See **Exhibit A**.

6 Admit _____

7 Deny _____

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12 **REQUEST FOR ADMISSION NO. 10:**

13 Admit that LandArizona paid and HT4 received and retained LandArizona’s
14 payment of \$25,010.34 set forth on the October 11 Conditional Final.

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16 Admit _____

17 Deny _____

INTERROGATORIES

Pursuant to Rule 33 of the Arizona Rules of Civil Procedure, Plaintiff must answer the following Interrogatories.

INTERROGATORY NO. 1:

From what source or person did HT4 originally obtain the blank form of Conditional Waiver and Release appearing at Plaintiff’s Bates Label Number HT4000041) in Plaintiff’s Rule 26.1 Disclosure Statement, and when did HT4 first obtain that document?

RESPONSE:

INTERROGATORY NO. 2:

If you responded to any of the Requests for Admission with anything other than an unqualified admission, for each such response please explain with specificity the basis for such denial or qualification including any evidence and/or witnesses which you contend supports your response.

RESPONSE:

1 **INTERROGATORY NO. 3:**

2 Please state the name, address and telephone number of all employees and/or
3 agents involved in the transactions and events which are the subject of the pleadings.

4 **RESPONSE:**

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14 **INTERROGATORY NO. 4:**

15 Please identify all person responsible for furnishing any materials or information
16 used to complete the disclosure statement required by Rule 26.1, Ariz.R.Civ.P.

17 **RESPONSE:**

1 **INTERROGATORY NO. 5:**

2 Do you have liability insurance, or are you aware of any other form of indemnity
3 or bond, through which you were or might be insured in any manner for the damages,
4 claims, or actions that are the subject of the pleadings? If you answered “Yes”, please
5 provide the following information or each policy:

- 6 a. The kind of insurance, indemnity or bond;
- 7 b. The name of the company or companies, including any excess or umbrella
8 carriers, which you claim provide coverage;
- 9 c. The policy number or policies numbers of any applicable policy;
- 10 d. The limit or limits of liability of each policy.
- 11 e. The name insured of each policy.
- 12 f. Whether the insurance carrier has accepted or denied coverage.
- 13 g. Whether you are being defended by the insurance carrier under a
14 reservation or rights.

15 **RESPONSE:**

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21 **INTERROGATORY NO. 6:**

22 Explain with specificity under what provision of the Proposals did LandArizona
23 agree to a change order.

24 **RESPONSE:**

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1 **INTERROGATORY NO. 7:**

2 If you claim that LandArizona agreed to any form of change order(s) in verbal or
3 oral manner, please state what you believe to be the terms and provisions of the change
4 order(s) in detail and state the name, address and telephone number of all persons you
5 believe have knowledge or information relating to the terms or provisions of the oral
6 change order(s).

7 **RESPONSE:**

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1 DATED September 11, 2024.

2 UDALL SHUMWAY, PLC

3 /s/ James B. Reed

4 Roger C. Decker

5 James B. Reed

6 1138 North Alma School Road

7 Suite 101

8 Mesa, Arizona 85201

9 *Attorneys for Defendant*

10 **Copies of the foregoing**

11 **Emailed only on September 11, 2024 to:**

12 Julianne C. Wheeler

13 WHEELER LAW GROUP, PLLC

14 1490 S. Price Road, Suite 203

15 Chandler, AZ 85286-8600

16 docket@wheelerlawgroup.law

17 jcw@wheelerlawgroup.law

18 *Attorneys for Plaintiff*

19 /s/ Kristina R. Jacobs

Exhibit A

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

7/1/12

HT4000041