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JEFF FINE
Clerk of the Superior Court
By Paulina Hernandez Ramos, Deputy
Date 11/20/2019 Time 12:39:28
Description: _____ Amount: _____
CASE# CV2019-055353
CIVIL NEW COMPLAINT 333.00
TOTAL AMOUNT 333.00
Receipt# 27522879

Representing Self, without a Lawyer or Attorney for Petitioner OR Respondent

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Jie Cao/Haining Xia/Stone Xia ?
Name of Plaintiff

Case Number: CV2019-055353

Title: CIVIL COMPLAINT

Lorne Polger, Matt Quinn, Michael A Schern
Name of Defendant

Plaintiff hereby submits this complaint against Defendant(s) and alleges the following:

JURISDICTION and VENUE

1. Maricopa County Superior Court has the legal authority to hear and decide this case because: (Check all boxes that are true.)

- The value of this case exceeds \$10,000 dollars.
- Replevin or other nonmonetary remedy will take place in Maricopa County.
- The Plaintiff resides in Maricopa County.
- The Defendant resides in Maricopa County.
- The Defendant does business in Maricopa County.
- The events, actions, or debts subject of this Complaint occurred in Maricopa County.
- Other reason: _____

DISCOVERY TIER

2. Pursuant to Arizona Rules of Civil Procedure, Rule 26.2 (c) (3), the Court should assign my case to the following tier based on the amount of damages I request.

Tier 1 = Actions claiming \$50,000 or less in damages.

Tier 2 = Actions claiming more than \$50,000 and less than \$300,000 in damages,

OR Actions claiming nonmonetary relief.

Tier 3 = Actions claiming \$300,000 or more in damages.

PARTIES

3. The Plaintiff in this case is Jie Cao/Haining Xia/Stone Xia

4. The Defendant in this case is Lorne Polger (PFP Dorsey Investment LLC), Matt Quinn (Dorsey Place Condominium), Michael A Schern

STATEMENT OF FACTS AND BREACH

5. In March 2019, we received a notice package for an HOA meeting. The stated purpose was to adopt a "Condo Termination Agreement" upon which the HOA will sell the "entire Project" to PFP. Project is defined as "all property

6. described in the Plat and subject to the Declaration". All unites are appraised as Types A, B, C, D and E, using 1 unit for each Type.

7. On April 9, 2019, the HOA meeting was held. During the meeting, we were given a different Condo Termination Agmt which states "the HOA is agreeing ... to sell of all porption of and interest in the Project not already owned by PFP, to

8. PFP". It turned out only six units were required to sell, and each of the six units was appraised based on its Type. When the meeting was held, none of the defendant mentioned anything about the changes made in the new agmt.

9. Mislead to believe we have to sell, we engaged an appraiser and he went to our unit and issued an appraisal report. Based on his appraisal, our unit is worth \$270,000. The "so-called" appraised value we got from HOA was \$234,145.

10. We say "so called" because it was the value of a different unit of the same Type. Their appraiser never contacted us or stepped inside our unit.

(If you need more space, add an attachment labeled "Statement of Facts and Breach," and continue consecutive numbering.)

APPLICABLE LAW SUPPORTING CLAIMS

() HOA breached fiduciary duty to us. PFP acquired over 90 units from Dorsey DIP-Alliance in November 2018. When the termination was presented to us in the notice package in March 2019, it was drafted as if PFP were an

() outsider while in fact, they were a major stake holder controlling the HOA. HOA was an instrument of PFP and breached its fiduciary duty to us when it made misrepresentation and allowed PFP to engage in self-dealing.

() PFP has wrongfully terminated our title. When HOA meeting was held, we were unaware of the change made to the agmt. Afterwards, we realized that only 6 units were to be sold. So we re-read Statute 33-1228.

() We concluded that the we were under no obligation to sell to PFP because the statute requires "all the common elements and units of the condominium shall be sold following termination." We communicated with

() defendants about our understanding of the law and the reason we believe we are not obligated to sell to PFP. However, on Nov 19, the defendants sent us an email with a recorded warranty deed conveying our title to PFP.

() All three defendants engaged in misrepresentation of facts. Additionally, Michael Schern engaged in misrepresentation of law.

(If you need more space, add an attachment labeled "Applicable Laws Supporting Claims," and continue consecutive numbering.)

INJURIES

() Our title was taken without our consent. We want all remedial measures taken immediately and all consequential/subsequent damages be paid by the defendants.

- () All defendant acted in bad faith with us. They issued multiple threats on terminating our title and ignored our requests for (i) appraisal report on our unit, (ii) explanation of the factual change, and (iii) discussed on whether Statute 33-1228 gives PFP the right to squeeze out the six units. We suffered a great deal with lost sleep and energy. Jie suffered from chest pain and had a chest X Ray and CT performed on April 8 and 19.
- () As a result of the termination, we paid for another place for Stone's accommodation. Moreover, we were unable to renew the lease with the other 2 students who shared with Stone due to the dispute. We spent hundreds of hours working with a realtor to find a place within walking distance to ASU. As there is nothing available nearby, we have to provide a car to Stone for commuting.

(If you need more space, add an attachment labeled "Injuries," and continue consecutive numbering.)

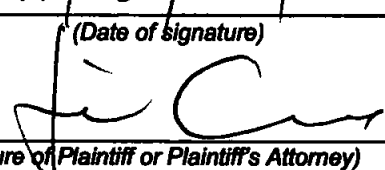
DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment against defendant(s), and each of them (if applicable) for the following dollars, interest, costs and expenses incurred herein, or non-monetary remedy, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

- () A declaratory judgement that the Termination Agreement as adopted was invalid due to procedural flaws and misrepresentation of the law; that we are under no obligation to sell, and HOA could not serve us as trustee.
- () All legal fee/appraisal fee/court fee in the amount of \$3,000 as of filing. All subsequent fees. Injunction on defendants' action to obtain our property. Defendants immediately restore title to our property.
- () \$50,000 for emotional damages and cost of medical treatments for Jie who suffered severe chest pain as a result of the stress and loss of sleep in April, 2019.
- () \$20,000 for loss of rent (Stone shared the property with 2 classmates, we had to get him another place and terminate the 2 leases). \$8,000 for cost of transportation (registration/insurance/parking/gas) for Stone.

(If you need more space, add an attachment labeled "Demand for Relief," and continue consecutive numbering.)

Dated this 11/20/2019
(Date of signature)


(Signature of Plaintiff or Plaintiff's Attorney)