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6 **Bryan M. Canavan**
7 State Bar No:
8 Attorneys for Plaintiff

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

11 JORGE CARRANZA and LISA CARRANZA,
12 Husband and Wife and on behalf of their minor
13 children CHRISTOPHER CARRANZA and
14 SOPHIA CARRANZA,
15 Plaintiffs

NO:

COMPLAINT

vs.

11 TOWN OF MARANA, a municipal corporation,
12 and RICHMOND AMERICAN
13 CONSTRUCTION, INC., an Arizona
14 Corporation., JOHN DOES and JANE DOES 1-
15 10; ABC CORPORATIONS 1-10; and XYZ
16 PARTNERSHIPS 1-10,
17 Defendants.

18 Plaintiffs, Jorge and Lisa Carranza, a married couple and on behalf of their minor
19 children Christopher Carranza and Sophia Carranza, for their Complaint against the Town of
20 Marana Municipal Property Corporation and Richmond American Construction, Inc., in the
21 above-captioned action, state and allege as follows:

PARTIES

- 22 1. Plaintiffs are a married couple, residing in Pima County, Arizona.
- 23 2. Plaintiffs have two minor children, Christopher, age 10 and Sophia, age 5.
- 24 3. Plaintiffs purchased the home, which is the subject of this litigation, in the Town of
25 Marana (hereinafter "Marana").
- 26 4. The home was constructed by Defendant Richmond American Construction, Inc.
(hereinafter "Richmond American").

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5. The true names or capacities, whether individual, corporate, partnership, associate or otherwise of the fictitious defendants, are unknown to Plaintiffs who therefore sue said defendants, and each of them, by such fictitious names. Plaintiffs are informed and believe and thereon state that each of the defendants designated fictitiously herein is responsible for the events and happenings herein alleged. The precise nature of such responsibilities are unknown to Plaintiffs but were known to Defendants and each of them. Said Defendants wantonly, recklessly, and in total reckless and unreasonable disregard for the safety of residential occupants, and acted in such a way so as to unreasonably expose them to probably serious harm.

6. Some Defendants may be liable because of acts done by other Defendants in furtherance of their marital communities and some of the Defendants may be liable under the theory of respondeat superior, agency, vicarious liability, joint venture, negligent hiring, entrustment and/or supervision.

JURISDICTION

7. Plaintiff re-alleges and incorporates all prior paragraphs hereof as if they were fully set forth herein.
8. All acts material to this action occurred in the Town of Marana, in Pima County, Arizona.
9. Plaintiffs are residents of the Town of Marana, in Pima County, Arizona.
10. Richmond American is a homebuilder building homes in the Town of Marana, in Pima County, Arizona.
11. Based upon the foregoing, jurisdiction and venue are appropriate for this action before the Superior Court in Pima County, Arizona pursuant to A.R.S. §12-401.

GENERAL ALLEGATIONS

1 12. Plaintiffs re-allege and incorporate all prior paragraphs hereof as if they were fully set
2 forth herein.

3 13. The subject property of this litigation is located at 8755 N. Biscay Place, Tucson, AZ
4 85743.

5 14. The Biscay property was constructed by Richmond American in or around 1999.

6 15. Plaintiffs purchased the Biscay property on or around July 30, 2009.

7 16. Plaintiffs experienced plumbing problems including water leaking around the bottom
8 of their downstairs toilet beginning on or around September 1, 2015.

9 17. On September 15, 2015, the Plaintiff's plumbing contractor discovered that a section
10 of pipe was missing between the home and the sewer.

11 18. The pipes between the house and the sewer were not broken or damaged in any way.

12 19. The home was never connected to the sewer.

13 20. Over seventeen years of sewage waste was disposed of under and around Plaintiffs'
14 home.

15 21. Defendant Marana failed to properly inspect the home-sewer connection prior to
16 issuing permits for the underground piping to be buried.

17 22. Defendant Richmond American failed to properly connect the home to the sewer.

18 23. Environmental tests conducted after the discovery of the missing pipe resulted in
19 evidence of mold and e-coli infections around the home.

20 24. Each member of the Carranza family has contracted serious illness since moving to
21 the Biscay residence.

22 **COUNT ONE – TOWN NEGLIGENCE**

23 25. Plaintiffs re-allege and incorporate all prior paragraphs hereof as if they were fully set
24 forth herein.

1 26. Defendant Marana is a municipal corporation tasked with the duty of inspecting new
2 home construction and issuing permits regarding home-sewer connections.

3 27. The Biscay property residence was never connected to the sewer. The town's home
4 sewer connection inspection either never took place or was negligently completed by
5 Marana.
6

7 28. As a direct and proximate result of the negligence of Marana, its employees and
8 agents, in, among other things failing to observe that the home-sewer connection was
9 not made and issuing a permit for construction to continue, the resulting sewage
10 waste accumulation and mold and e-coli infections, Plaintiffs sustained injuries
11 including early coronary heart disease, irritable bowel syndrome, strep throat,
12 migraines, bronchitis, sinus infections, abdominal pains, nausea, ear infections,
13 pneumonia and constipation.
14

15 29. Plaintiffs' injuries are ongoing and some are permanent.

16 30. Plaintiffs continue to suffer residual pain, discomfort, emotional distress and anxiety
17 requiring medical care and treatment and interfering with each family member's work
18 and school.

19 31. Plaintiffs have been forced to incur expenses for medical care, diagnostic tests and the
20 like in an amount which is not presently ascertainable.

21 32. Plaintiffs are informed and believe, and therefore allege that they will be compelled to
22 incur indebtedness for necessary medical treatment in the future.
23

24 33. Also by reason of the negligence of Marana, Plaintiffs have suffered great mental and
25 physical pain, anguish, and suffering and Plaintiffs will continue to suffer great
26 mental and physical pain, anguish and suffering in the future.

1 34. Also by reason of Marana's negligence, Plaintiffs have lost value in their home.

2 Based upon information and belief, disclosure of the sewage waste and associated
3 infections, the value and marketability of the Biscay residence are severely damaged.

4
5 35. On or about March 11, 2016, Plaintiffs served a Notice of Claim on Defendant
6 Marana pursuant to A.R.S. §12-821.01.

7 36. Counsel for Plaintiffs was contacted by an adjuster for a risk management pool
8 retained by Marana, who denied responsibility for any damages on behalf of Marana.
9 Plaintiffs have had no additional contact from Marana.

10 37. Pursuant to A.R.S. §12-821.0(E), Plaintiffs' claim has been denied, allowing them to
11 commence this lawsuit.

12 38. Wherefore, Plaintiffs pray for judgment against Marana in such an amount as will
13 justly compensate Plaintiffs for their damages, for the cost of this action and for all
14 such relief as this court deems just and reasonable.
15

16 **COUNT TWO – NEGLIGENCE OF BUILDER**

17 39. Plaintiffs re-allege and incorporate all prior paragraphs hereof as if they were fully set
18 forth herein.

19 40. Defendant Richmond American is a home builder building new homes in Pima
20 County.

21 41. The Biscay property residence was never connected to the sewer. Richmond
22 American owes the Plaintiffs and the community at large a duty to avoid
23 environmental contamination by failing to connect the homes they build to the sewer
24 system.
25

26 42. As a direct and proximate result of the negligence of Richmond American, its
employees and agents, in, among other things failing to observe that the home-sewer

1 connection was not made and issuing a permit for construction to continue, the
2 resulting sewage waste accumulation and mold and e-coli infections, Plaintiffs
3 sustained injuries including early coronary heart disease, irritable bowel syndrome,
4 strep throat, migraines, bronchitis, sinus infections, abdominal pains, nausea, ear
5 infections, pneumonia and constipation.
6

7 43. Plaintiffs' injuries are ongoing and some are permanent.

8 44. Plaintiffs continue to suffer residual pain, discomfort, emotional distress and anxiety
9 requiring medical care and treatment and interfering with each family member's work
10 and school.

11 45. Plaintiffs have been forced to incur expenses for medical care, diagnostic tests and the
12 like in an amount which is not presently ascertainable.

13 46. Plaintiffs are informed and believe, and therefore allege that they will be compelled to
14 incur indebtedness for necessary medical treatment in the future.

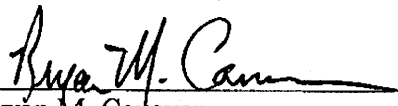
15 47. Also by reason of the negligence of Richmond American, Plaintiffs have suffered
16 great mental and physical pain, anguish, and suffering and Plaintiffs will continue to
17 suffer great mental and physical pain, anguish and suffering in the future.

18 48. Also by reason of Richmond American's negligence, Plaintiffs have lost value in
19 their home. Based upon information and belief, disclosure of the sewage waste and
20 associated infections, the value and marketability of the Biscay residence are severely
21 damaged.
22

23 49. Wherefore, Plaintiffs pray for judgment against Richmond American in such an
24 amount as will justly compensate Plaintiffs for their damages, for the cost of this
25 action and for all such relief as this court deems just and reasonable.
26

1 WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them, in
2 such an amount as will justly compensate them for their damages, for the cost of this action and
3 for all such further relief as this Court deems just and reasonable.
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5 RESPECTFULLY SUBMITTED on September 14 2016

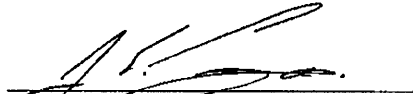
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7 Bryan M. Caravan
8 Attorney for Plaintiffs
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VERIFICATION

I, Jorge Carranza and Lisa Carranza, am the Plaintiff. I have read the foregoing and affirm that all statements are true and correct except for those that are based upon information and belief, and I believe those to be true as well. I swear under the penalty of perjury that the response is accurate to the best of my knowledge.

Dated: September 12, 2016




Jorge Carranza



Lisa Carranza

SUBSCRIBED AND SWORN to before me this 12th day of September, 2016, by Jorge Carranza and Lisa Carranza.

My Commission Expires:



Notary Public

Aug 6, 2018

