

1 **HOLDEN WILLITS PLC**

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Attorneys for Plaintiff

6 **SUPERIOR COURT OF ARIZONA**

7 **COUNTY OF MARICOPA**

9 ZACHARRIAH CHAMBERLAIN, an unmarried
individual,

10 Plaintiff,

11 vs.

12 SKYE ROCHELLE BRODEUR, an unmarried
individual,

13 Defendant.

Case **CV2024-027458**

COMPLAINT

14 For his Complaint against the above-named defendant, Plaintiff Zachariah
15 Chamberlain (hereinafter “Chamberlain”) alleges as follows:

16 **JURISDICTION AND VENUE**

17 1. Chamberlain is a resident of Maricopa County, Arizona.

18 2. Upon information and belief, Defendant Skye Rochelle Brodeur (“Brodeur”)
19 is a resident of Spokane County, Washington. At all material times, Brodeur was a resident of
20 Maricopa County, Arizona.

21 3. The realty at issue in this matter is located in Maricopa County, Arizona.

1 4. Defendant has caused events to occur in Maricopa County, Arizona, out of
2 which the claims that are the subject of this Complaint arose.

3 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

4 5. On or around August 29, 2013, Chamberlain and Brodeur began dating.
5 On or around September 15, 2020, Chamberlain and Brodeur stopped dating. After their
6 breakup, Chamberlian and Brodeur continued to co-parent Brodeur’s son together.

7 6. In or around 2021, Brodeur purchased a home from her mother located at
8 2205 W. Harwell Rd (the “House”). Upon information and belief, Brodeur purchased the House
9 for \$420,000.

10 7. In or around April 2023, Brodeur approached Chamberlain with the
11 proposition that Chamberlain invest in and live in the House. Brodeur had spent all of her
12 savings and was unemployed at the time as a traveling respiratory therapist. The arrangement
13 allowed Brodeur to travel for work while Chamberlain cared for Brodeur’s son and three dogs
14 at the House.

15 8. In or around May 2023, Chamberlain moved into the House.

16 9. The deed on the house remained in the name of Brodeur and her mother
17 until the time Brodeur and Chamberlain were able to refinance the loan and include
18 Chamberlain on the deed.

19 10. On or about July 1, 2023, Brodeur entered into a written agreement that if
20 Chamberlain shared equally in the cost of utilities, mortgage, renovations and/or repairs
21 beginning August 1, 2023, the sale proceeds would be equally split between Chamberlain and
22 Brodeur upon the sale of the House (the “Contract”). **Exhibit A.**

1 11. Chamberlain paid more than his equal share of utilities, the mortgage,
2 renovations and/or repairs to the House. Chamberlain even paid for repairs to items that were
3 broke or in need of maintenance prior to the Contract, including but not limed to, the casita
4 HVAC system, pool tiles, landscaping, and irrigation.

5 12. Chamberlain was never added to the deed, despite paying more than his
6 share of the utilities, mortgage, renovations and/or repairs.

7 13. In or around May 2024, Chamberlain moved out of the House.

8 14. On or about June 1, 2024, Brodeur and her mother sold the house for
9 \$608,000. **Exhibit B.**

10 15. Chamberlain did not receive any of the sale proceeds.

11 **DISCOVERY TIER**

12 16. Under Rule 26.2, Ariz. R. Civ. P., Tier 2 discovery is proper in this case.

13 **FIRST CLAIM FOR RELIEF**
14 **(Breach of Contract)**

15 17. Chamberlain realleges and incorporates by reference each and every
16 preceding allegation contained in this Complaint as if set forth in their entirety.

17 18. The Contract constitutes a binding contract between Brodeur and
18 Chamberlain.

19 19. The Contract, among other things, promises Chamberlain equal shares of
20 the sale proceeds upon the sale of the House.

21 20. Brodeur sold the House.
22

1 21. Brodeur breached the Contract by failing and refusing to pay Chamberlain
2 an equal share of the sale proceeds and reimburse Chamberlain for paying more than his share
3 of utilities, the mortgage, renovations and/or repairs to the House.

4 22. Brodeur’s breach of the Contract has caused Chamberlain damages in an
5 amount to be proven at trial, but in excess of \$50,000.

6 23. Chamberlain is entitled to recover his reasonable attorneys’ fees and costs
7 pursuant to A.R.S. §§ 12-341 and 12-341.01.

8 **WHEREFOR**, Chamberlain requests this Court to enter judgment in his favor and
9 against Brodeur as follows:

10 A. Awarding Chamberlain compensatory damages for an amount to be proven at
11 trial, but in excess of \$50,000, together with accruing interest on principal
12 amounts at the highest legal rate.

13 B. Awarding Chamberlain his costs and attorneys’ fees pursuant to the Contract
14 and A.R.S. §§ 12-341 and 12-341.01;

15 C. Awarding Chamberlain interest on all attorneys’ fees and costs awarded, said
16 interest calculated at the highest legal rate from the time of judgment until paid
17 in full; and

18 D. Granting Chamberlain such other relief as the Court may deem just and fair
19 under the circumstances.

20 **SECOND CLAIM FOR RELIEF**
21 **(Unjust Enrichment)**

22 24. Chamberlain realleges and incorporates by reference each and every
preceding allegation contained in this Complaint as if set forth in their entirety.

1 25. To the extent that the Contract may be determined to be unenforceable to
2 allow recovery of sale proceeds, Chamberlain has no adequate remedy at law and pleads unjust
3 enrichment in the alternative.

4 26. Chamberlain paid more than his equal share of utilities, the mortgage,
5 renovations and/or repairs to the House and otherwise conferred a benefit upon Brodeur.

6 27. Brodeur did not reimburse Chamberlain for paying more than his equal
7 share of utilities, the mortgage, renovations and/or repairs to the House.

8 28. But for the benefit conferred by Chamberlain, Brodeur alone would have
9 been forced to pay for all utilities, mortgage, renovations and/or repairs. As such, Brodeur
10 benefited at Chamberlain's expense.

11 29. Brodeur has not compensated Chamberlain for the benefit that
12 Chamberlain conferred upon Brodeur.

13 30. Chamberlain is entitled to recover his reasonable attorneys' fees and costs
14 pursuant to A.R.S. §§ 12-341 and 12-341.01.

15 **WHEREFOR**, Chamberlain requests this Court to enter judgment in his favor and
16 against Brodeur s as follows:

17 A. Awarding Chamberlain compensatory damages for an amount to be proven
18 at trial, but in excess of \$50,000, together with accruing interest on
19 principal amounts at the highest legal rate.

20 B. Awarding Chamberlain his costs and attorneys' fees pursuant to A.R.S. §§
21 12-341 and 12-341.01;

22

- 1 C. Awarding Chamberlain interest on all attorneys’ fees and costs awarded,
2 said interest calculated at the highest legal rate from the time of judgment
3 until paid in full; and
4 D. Granting Chamberlain such other relief as the Court may deem just and fair
5 under the circumstances.

6 DATED this 30th day of September, 2024.

7 **HOLDEN WILLITS PLC**

8
9 By /s/ Brittany M. De Robertis
10 Barry A. Willits
11 Brittany M. De Robertis
12 *Attorneys for Plaintiff*
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EXHIBIT A

I, Skye Brodeur will not ask for Zacs portion of the mortgage and utilities until August 1st 2023 of her own free will and will not request back pay on mortgage and utilities from the date of moved in, June 1st 2023.

ALL receipts and documentation and will be provided by both parties for updates and fixes to the property if ever necessary, if any future updates or fixes to the home come up, that dont include 50/50 from both parties, or some other specific arrangement, an addendum will be made and be signed by both parties.

A notarized document can be provided or we can each choose our own second party to sign in replacement of a notary, to be approved by both Skye and Zac.

Typed Name and Date: Skye Brodeur 7/1/23
Signature: [Handwritten Signature]

Typed Name and Date: [Blank]

Signature: [Blank]

Skye Brodeurs approved second parties name and signature

Zac Chamberlains approved second parties name and signature

Zac Chamberlains signature of approval for Skye Brodeurs second party

Skye Brodeurs signature of approval for Zac Chamberlains second party

July 1 2023

To Whom it may concern,

My name is Skye Rochelle Brodeur (11-22-1984) and today the 7th of July 2023 this is my typed guarantee to Zacamiah Chamberlain (02-18-1979) that we will be splitting all bills, utilities, mortgage and updates to the house, in return for his help on the deed when we are able to refinance the loan out of mine and my mother Michelle Brodeurs name to a mortgage to include only Zac and my name on the property located at:

2205 W Hamwell Rd
Phoenix, AZ 85041

As a preface, \$70,000 CASH is STILL owed to my mother Michelle for the sale of the house. With an original deal in the amount of \$120,000 cash on top of the original sale amount of \$300,000 mortgage. I, Skye Brodeur, have already paid \$50,000 cash from the original \$120,000, leaving the \$70,000 due to Michelle Brodeur, whether its through refinace or cash, \$60,000 WILL end up coming from Zac Chamberlain and him only. Meaning he owes my mother Michelle, \$60,000 and I, Skye Brodeur owe \$10,000 totalling the \$120,000 cash.

Since June 2023 we (Zac and I) have 50/50 split on most every updates or fix to this house to include, a pool pump, acid wash and new tile for the table in the pool. We have went half on the cost of the NEW AC unit in the Casita. We both paid 50% of the new RV gate for his personal RV, and we both paid for temporary fixes on the leaking roof.

PRIOR to our 50/50 deal I ALONE paid for a whole external paint job on the home, and internal paint job on the entire living space including, doors and trim. No rooms were including on that job, I alone also paid for a brand new paved driveway leading to the RV gate. I also ALONE paid for 2 new brand new AC units for the main home and new air ducts. This has not been discussed, but I think its only fair for the updates I have paid cash for, on my own that increased the total value of the home should be split evening as well, if he wants 50/50 sale of the home at any time.

Moving forward all utilities, mortgage, updates and fixes will be 50/50 split, unless he chooses to pay for them himself to catch up to what came directly from my pocket for previous updates. IF he wants 50/50 on any future sale of the property, he will need to be 100% 50/50 from the time of the sale to me Skye Brodeur from my mother Michelle approximately 2 years ago. Mortgage and utilities are not included in this deal.

CYBERPOWERPC

EXHIBIT B

Unofficial 20 Document

at the request of Pioneer Title Agency, Inc.

When recorded mail to
Erik Zebulon Heusser
Jovan Rachelle Heusser
2205 W. Harwell Road
Phoenix, AZ 85041
777-269285 - PW

LF
mo

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1/2

WARRANTY DEED

For the consideration of Ten Dollars and other valuable consideration,

Michelle R. Brodeur, an unmarried woman and Skye Rochelle Brodeur, an unmarried woman, as joint tenants with right of survivorship (hereafter "Grantor"), do/does hereby convey to

Erik Zebulon Heusser and Jovan Rachelle Heusser, husband and wife (hereafter "Grantee"), the following real property situated in Maricopa County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Subject to Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: July 8, 2024

Executed in Counterpart

Michelle Brodeur

Michelle R. Brodeur

Skye Rochelle Brodeur

State of AZ }
 } ss.
County of maricopa

The foregoing instrument was acknowledged before me this 9 day of July, 2024 by Michelle R. Brodeur and ~~Skye Rochelle Brodeur~~.

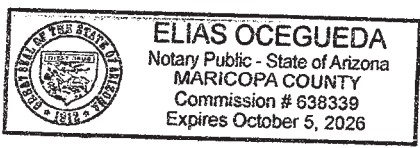
[Signature]

NOTARY PUBLIC

My commission expires: 10/5/26



123391-5-0



at the request of Pioneer Title Agency, Inc.

When recorded mail to
Erik Zebulon Heusser
Jovan Rachelle Heusser
2205 W. Harwell Road
Phoenix, AZ 85041
777-269285 - PW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars and other valuable consideration,
Michelle R. Brodeur, an unmarried woman and Skye Rochelle Brodeur, an unmarried woman, as joint tenants with right of survivorship (hereafter "Grantor"), do/does hereby convey to
Erik Zebulon Heusser and Jovan Rachelle Heusser, husband and wife (hereafter "Grantee"), the following real property situated in Maricopa County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Subject to Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Unofficial Document

The Grantor warrants the title against all persons whomsoever.

DATED: July 8, 2024

Executed in Counterpart

Michelle R. Brodeur

Skye Rochelle Brodeur

Skye Rochelle Brodeur

State of WA }
County of Spokane } ss.

The foregoing instrument was acknowledged before me this 9 day of July, 2024 by
~~Michelle R. Brodeur and Skye Rochelle Brodeur.~~

(JDHNP)

Julie D Hellstrom

NOTARY PUBLIC

My commission expires: 10/09/26

Notary Public
State of Washington
JULIE D HELLSTROM
License #67233
My Commission Expires
October 9, 2026



123391-5-0

Exhibit A

Lot 26, SUNCREST AT RIO MONTANA, according to Book 603 of Maps, Page 25 and thereafter Affidavits of Correction as recorded in Document No. 2003-1460684 and in Document No. 2004-0380336, records of Maricopa County, Arizona.

Unofficial Document

777-269285 - PW

ACCEPTANCE OF COMMUNITY PROPERTY
WITH RIGHT OF SURVIVORSHIP
(Deed)

Erik Zebulon Heusser and Jovan Rachelle Heusser, husband and wife, as community property with right of survivorship, each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says:


THAT I am one of the Grantees named in that certain Deed attached hereto and which is dated Click here to enter a date. and executed by Michelle R. Brodeur, an unmarried woman and Skye Rochelle Brodeur, an unmarried woman, as joint tenants with right of survivorship , as Grantors, to Erik Zebulon Heusser and Jovan Rachelle Heusser, husband and wife, as Grantees, and which conveys certain premises described as:

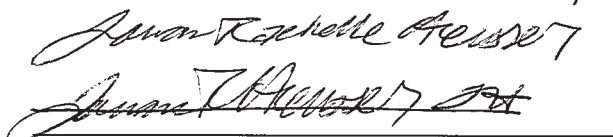
See Exhibit A attached hereto and made a part hereof.

to the Grantees named therein, not as Tenants in Common nor as a Community Property Estate nor as Joint Tenants with Right of Survivorship, but as Community Property with Right of Survivorship.

THAT each of us individually and jointly as Grantees hereby assert and affirm that it is our intention to accept said conveyance as Community Property with Right of Survivorship and to acquire any interest we may have in said ^{Unofficial Document}premises under the terms of said Deed as Community Property with Right of Survivorship.

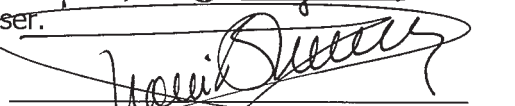
DATED: July 8, 2024


Erik Zebulon Heusser


Jovan Rachelle Heusser

State of Arizona }
 } ss.
County of Maricopa }

The foregoing instrument was acknowledged before me this 9th day of July, 2024 by Erik Zebulon Heusser and Jovan Rachelle Heusser.


NOTARY PUBLIC
My commission expires: January 15, 2027

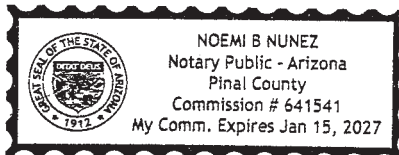


Exhibit A

Lot 26, SUNCREST AT RIO MONTANA, according to Book 603 of Maps, Page 25 and thereafter Affidavits of Correction as recorded in Document No. 2003-1460684 and in Document No. 2004-0380336, records of Maricopa County, Arizona.

300-17-118

Residential Parcel

This is a Residential parcel located at [2205 W HARWELL RD PHOENIX 85041](#). The current owner is HEUSSER ERIK ZEBULON/JOVAN RACHELLE. It is located in the SUNCREST AT RIO MONTANA subdivision, and MCR [60325](#). It was last sold on 06/01/2024 for \$608,000. Its current year full cash value is \$479,100.

-  **MAPS**
-  **PICTOMETRY**
- \$ VIEW/PAY TAX BILL**
-  **DEED**
-  **OWNER**
-  **VALUATIONS**
-  **ADDITIONAL INFO**
-  **SKETCHES**
-  **MAP FERRET**
-  **SIMILAR PARCELS**
-  **REGISTER RENTAL**
-  **PRINT DETAILS**

PROPERTY INFORMATION



[2205 W HARWELL RD PHOENIX 85041](#)

MCR #

[60325](#)

Description

SUNCREST AT RIO MONTANA MCR 603-25

Lat/Long

|

Lot Size

12,245 sq ft.

Lot #


26

High School District


PHOENIX UNION #210

Elementary School District
ROOSEVELT ELEMENTARY SCHOOL DISTRICT
Local Jurisdiction
PHOENIX
S/T/R ⓘ
1 IS 2E
Market Area/Neighborhood
04/009
Subdivision (128 Parcels)
SUNCREST AT RIO MONTANA

OWNER INFORMATION


HEUSSER ERIK ZEBULON/JOVAN RACHELLE
Mailing Address
2205 W HARWELL RD, PHOENIX, AZ 85041
Deed Number
20240366929
Last Deed Date
07/10/2024
Sale Date
06/01/2024
Sale Price
\$608,000

VALUATION INFORMATION


We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales .
The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL ↗
Tax Year
2025
Full Cash Value ⓘ
\$479,100
Limited Value ⓘ
\$247,550
Legal Class
3.1
Description
PRIMARY RESIDENCE

Assessment Ratio
10%
Assessed LPV
\$24,755
Property Use Code
0131
PU Description
Single Family Residence
Tax Area Code
661300
Valuation Source
Notice

ADDITIONAL PROPERTY INFORMATION



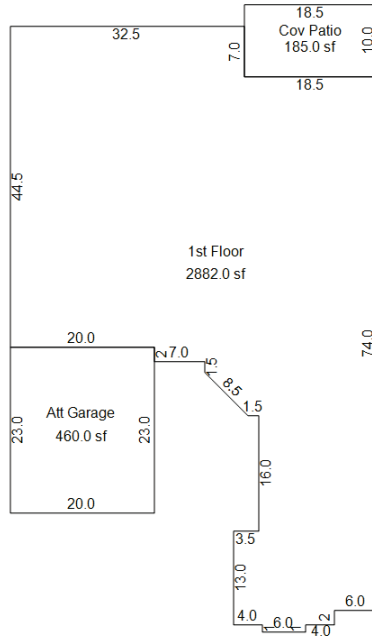
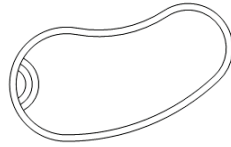
Additional property data.

Construction Year
2004
Weighted Construction Year
2004
Improvement Quality
CLASS R3 (Comparable)
Pool
Yes
Living Area
2,882 sq ft.
Patio(s)
Covered: 1 Uncovered: 0
Exterior Wall Type
Fs - Frame Stucco
Roof Type
Ct - Concrete Tile
Bath Fixtures
11
Garage Stalls
2
Carport Stalls
0
Locational Characteristics
GatedComm

BUILDING SKETCHES



Sketches that illustrate the external dimensions of a property.



MAP FERRET MAPS



Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

[▶ Parcel Maps \(2\)](#)

[▶ Subdivision Maps \(5\)](#)

[▶ MCR Maps \(5\)](#)

[▶ Book/Map Maps \(20\)](#)

SIMILAR PARCELS



Parcels that are similar to this one (known as the reference parcel) are displayed below.

APN	Address	Sale Info	FCV	Size	Livable Sq Ft	Year Built	Pool	Foreclosed
300-17-134	2120 W FAWN DR	\$600000 6 -2024	\$451,000	9,500	2,735	2004	✔	
300-17-141	2115 W BRANHAM LN	\$576000 5 -2024	\$446,500	10,616	2,628	2005	✔	
300-17-160	7731 S 22ND LN	\$599900 7 -2023	\$424,800	9,942	2,574	2004	✔	
300-17-140	2119 W BRANHAM LN	\$565000 5 -2023	\$424,600	9,173	2,735	2004		
300-17-158	7723 S 22ND LN	\$514999 4 -2023	\$442,000	10,234	2,628	2004	✔	

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.