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SUPERIOR COURT OF ARIZONA

COUNTY OF COCONINO

DOEGE DEVELOPMENT LLC, an Arizona)	Case No.
limited liability company,)	
)	
Plaintiff,)	COMPLAINT
)	
vs.)	
)	
CPH 642 RT 66 LLC, a Delaware limited liability)	
company; BSP ODF II ATLAS SELLER, LLC, a)	
Delaware limited liability company; BSP ODF II)	
FINANCE, LLC, a Delaware limited liability)	
company; CTZNS INC., an Arizona corporation,)	
doing business as THAT 1 PAINTER PHOENIX;)	
KAT CONSTRUCTION SERVICES INC., an)	
Arizona corporation; PACIFIC DECORATIVE)	
CONCRETE, INC., a California corporation;)	
JOHN DOE and JANE DOE I-IV; ABC)	
CORPORATIONS I-IV; and BLACK AND)	
WHITE PARTNERSHIPS I-IV,)	
)	
Defendants.)	

For its Complaint against the above-named defendants, plaintiff Doege Development LLC ("Doege") alleges as follows:

JURISDICTION AND VENUE

1. This lawsuit involves the construction of a project commonly known as the Trailborn Williams Hotel project ("the Project").

2. The Project was constructed on certain real property located in Coconino County, Arizona described specifically in **Exhibit A** (“the Subject Property”).

3. On June 26, 2025, Doege recorded a mechanics’ and materialmen’s lien (“the Lien”) against the Subject Property. The Lien was recorded at record no. 4019685 in the official records of Coconino County, Arizona. A true and correct copy of the Lien as recorded is attached hereto as **Exhibit B** and incorporated herein by reference.

4. Defendants have caused events to occur in Coconino County, Arizona, out of which the claims that are the subject of this Complaint arose. In addition, the Lien that is the subject of Doege’s Third Claim for Relief is upon land situated in Coconino County, Arizona. Venue is therefore proper in Coconino County, Arizona.

DISCOVERY TIER

5. Under Rule 26.2(c), Ariz. R. Civ. Proc., Tier 3 discovery is proper in this case because Doege’s claims exceed \$300,000.

GENERAL ALLEGATIONS AND PARTIES

6. Doege is an Arizona limited liability company doing business in the State of Arizona. Doege holds, and at all times material hereto held, a valid license as a contractor pursuant to Arizona Revised Statutes, Title 32, Chapter 10.

7. Defendant CPH 642 Rt 66 LLC (“CPH 642”) is a Delaware limited liability company doing business in the State of Arizona. CPH 642 is the fee owner of the Subject Property that is the subject of this litigation.

8. Defendant BSP ODF II Finance, LLC (“BSP Finance”) is a Delaware limited liability company doing business in the State of Arizona. BSP Finance has an interest in the Subject Property as a beneficiary of a deed of trust recorded on June 6, 2024.

9. Defendant BSP ODF II Atlas Seller, LLC (“BSP Atlas Seller”) is a Delaware limited liability company doing business in the State of Arizona. BSP Atlas Seller has an

1 interest in the Subject Property as an assignee of BSP Finance's beneficial interest in the deed of
2 trust recorded on June 6, 2024.

3 10. Defendant CTZNS Inc. doing business at That 1 Painter Phoenix ("That 1") is an
4 Arizona corporation transacting business in Arizona. That 1 holds an interest in the Subject
5 Property by virtue of a recorded mechanic's and materialman's lien.

6 11. Defendant Kat Construction Services Inc. ("Kat Construction") is an Arizona
7 corporation transacting business in Arizona. Kat Construction holds an interest in the Subject
8 Property by virtue of a recorded mechanic's and materialman's lien.

9 12. Defendant Pacific Decorative Concrete, Inc. ("Pacific Decorative") is a California
10 corporation transacting business in Arizona. Pacific Decorative holds an interest in the Subject
11 Property by virtue of a recorded mechanic's and materialman's lien.

12 13. Defendants John Doe and Jane Doe I-IV, ABC Corporations I-IV and Black and
13 White Partnerships I-IV represent unknown parties who have an interest in or claim to the
14 Subject Property. The true names of these defendants are presently unknown. Doege may
15 request leave to amend its Complaint when the true names of these are ascertained.

16 **FIRST CLAIM FOR RELIEF**
17 **(Breach of Contract against CPH 642)**

18 14. Doege realleges and incorporates by reference each and every allegation in this
19 Complaint as if fully set forth herein.

20 15. Doege entered into a construction contract with CPH 642 dated March 24, 2024
21 ("Contract") wherein Doege agreed to furnish certain labor, materials, fixtures and tools to the
22 Project. A true and correct copy of the Contract for the Project is attached to the Lien (Exhibit
23 B to this Complaint).

24 16. The Contract is a valid and enforceable contract.
25

1 17. Doege furnished labor, materials, equipment, services, and other items to CPH
2 642 pursuant to the Contract.

3 18. CPH 642 materially breached its obligations under the Contract by failing to pay
4 Doege the amounts due for the labor, materials, equipment, services, and other items furnished
5 under the Contract.

6 19. The principal amount due and owing to Doege after deducting all just offsets and
7 credits for the labor, materials, equipment, services and other items furnished is \$1,998,327.87,
8 together with accruing interest on that amount at the rate of 1.5% per month from the dates due
9 until paid.

10 20. Doege made demand upon CPH 642 for payment, but CPH 642 has failed and
11 refused to pay the balance due.

12 21. Doege is therefore entitled to judgment against CPH 642 for the principal sum of
13 \$1,998,327.87, together with accruing interest on that amount at the rate of 1.5% per month
14 from the dates due until paid.

15 22. Doege is entitled to recover its costs and attorneys' fees pursuant to A.R.S. §§ 12-
16 341 and 12-341.01. Furthermore, Doege is entitled to recover its attorneys' fees pursuant to
17 Section XV, paragraph 10 of the Contract.

18 THEREFORE, Doege demands the following relief:

19 A. Judgment against CPH 642 for the principal sum of \$1,998,327.87, together with
20 accruing interest on that amount at the rate of 1.5% per month from the dates due until paid;

21 B. Judgment against CPH 642 for attorneys' fees and costs incurred in this lawsuit;
22 and

23 C. Judgment for such other and further relief that this Court deems just and proper.
24
25

SECOND CLAIM FOR RELIEF
(Unjust Enrichment against CPH 642)

23. Doege realleges and incorporates by reference each and every allegation in this Complaint as if fully set forth herein.

24. The labor, materials, equipment, services and other items furnished by Doege unjustly enriched CPH 642.

25. CPH 642 has been unjustly enriched at the expense of Doege to the extent of the reasonable value of the labor, materials, equipment, services and other items furnished for which Doege has not been compensated.

26. The reasonable value of the labor, materials, equipment, services and other items is \$1,998,327.87, together with accruing interest on the past due amounts at the highest legal rate from the date due until paid.

THEREFORE, plaintiff Doege requests the following relief:

A. Judgment in favor of plaintiff Doege for the principal sum of \$1,998,327.87, together with accruing interest on the past due amounts at the highest legal rate from the date due until paid;

B. Judgment against CPH 642 for attorneys' fees and costs incurred in this lawsuit; and

C. Judgment for such other and further relief that this Court deems just and proper.

THIRD CLAIM FOR RELIEF
(Lien Foreclosure against all Defendants)

27. Doege realleges and incorporates by reference each and every allegation in this Complaint as if fully set forth herein.

28. On June 26, 2025, after Doege furnished the labor, materials, equipment, services and other items to CPH 642 and within 120 days of the "completion" (as that term is defined in

1 A.R.S. § 33-993(C)) of the improvements on the Subject Property, Doege caused to be recorded
2 the Lien (Exhibit B) in the total amount of \$1,998,327.87.

3 29. Doege has not been paid for certain labor, material, equipment, services and other
4 items furnished pursuant to the Contract.

5 30. Doege has performed all conditions precedent to impress and secure a good and
6 valid lien against the Subject Property under the provisions of Arizona's lien statutes in favor of
7 Doege and against the Subject Property. Furthermore, Doege has properly perfected, impressed,
8 and secured the Lien against the Subject Property for the labor, materials, equipment, services
9 and other items provided to CPH 642 by, among other things, recording the Lien and timely
10 serving a copy on the owner or reputed owner as required by law.

11 31. In accordance with A.R.S. § 33-992.01, Doege served Arizona Preliminary
12 Twenty Day Notices on or about April 11, 2024, July 23, 2024 and March 5, 2025. True and
13 correct copies of the Notices are attached to the Lien.

14 32. The amount claimed in the Lien is the reasonable value of the labor, materials,
15 equipment, services and other items furnished for which Doege has not been paid.

16 33. Doege has expended a certain sum of money recording and serving the Lien and
17 in preparing this lawsuit. Doege will be required to incur additional expenses and costs in
18 connection with this action.

19 34. Doege is entitled to foreclose the Lien against CPH 642 and the other named
20 defendants who claim an interest in the Subject Property, together with the unknown heirs and
21 devisees of these defendants, if deceased, and all others holding interest equal to or inferior and
22 subsequent to the Lien and to recover the amounts secured by the Lien from the foreclosure sale
23 proceeds of the Subject Property.

24 35. The priority of Doege's Lien is superior to the interests of defendants BSP
25 Finance and BSP Atlas Seller because Doege and its subcontractors commenced work on the

1 Project more than ten days before BSP Finance and BSP Atlas Seller recorded their interests
2 against the Subject Property.

3 36. Doege is informed and believes that unnamed defendants may claim or assert
4 some right or lien to the Subject Property. If any such interest, right or lien does exist, it is of
5 equal priority or inferior and subsequent to the lien, interest, and rights of Doege.

6 37. Doege is entitled to recover its reasonable attorneys' fees and expenses in
7 accordance with A.R.S. §§ 33-995(E) and 33-998(B).

8 THEREFORE, plaintiff Doege requests the following relief:

9 A. Judgment in favor of plaintiff Doege for the principal sum of \$1,998,327.87,
10 together with accruing interest on past due amounts at the rate of 1.5% per month on the
11 remaining unpaid balance from the dates due until paid, and all reasonable expenses incurred
12 including attorneys' fees and other professional services;

13 B. Judgment in favor of plaintiff Doege for the sum of money paid by Doege for
14 recording and serving the Lien and for the title report, together with interest thereon at the
15 highest legal rate from the date due until paid;

16 C. Judgment ordering that the Lien recorded by Doege against the Subject Property
17 be foreclosed and CPH 642, the other named Defendants and all others holding interest inferior
18 and subsequent to the Lien be forever barred and foreclosed to all right, title, interest, estate,
19 lien or equity in the Subject Property;

20 D. Judgment ordering that the Subject Property be adjudged and decreed to be sold
21 according to the law and practice of this Court and that Doege be paid the amount due out of the
22 proceeds of that sale pursuant to the provisions of A.R.S. § 33-1000;

23 E. Judgment declaring that the sum of \$\$1,998,327.87 be adjudged to be a valid lien
24 against the Subject Property;
25

1 F. Judgment declaring that all of the liens and interest of the lien claimant defendants
2 are equal to or inferior to the lien recorded by Doege; and

3 G. Judgment for such other and further relief that this Court deems just and proper.

4 DATED this 26th day of August, 2025.

5 HOLDEN WILLITS PLC

6 By 

7 Michael J. Holden

8 Attorneys for Doege Development LLC
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