

1 **HOLDEN WILLITS PLC**

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Attorneys for Plaintiff Valor Technical Cleaning LLC

6 **SUPERIOR COURT OF ARIZONA**

7 **COUNTY OF MARICOPA**

9 VALOR TECHNICAL CLEANING LLC, a	)	Case No.
Colorado limited liability company,	)	
	)	
10	)	
Plaintiff,	)	<b>COMPLAINT</b>
11	)	
vs.	)	
	)	
12 JONATHON GONZALES and JANE DOE	)	
13 GONZALES, husband and wife,	)	
	)	
14	)	
Defendants.	)	
	)	

15  
16 For its Complaint, Plaintiff Valor Technical Cleaning LLC (“Valor”) alleges the  
17 following:

18 **PARTIES, JURISDICTION, AND VENUE**

- 19 1. Valor is a Colorado limited liability company doing business in the State of
- 20 Arizona.
- 21 2. Upon information and belief, defendants Jonathon Gonzales (“Gonzales”) and
- 22 Jane Doe Gonzales (collectively, the “Gonzaleses”) are husband and wife, residing in Maricopa
- 23 County, Arizona. Upon information and belief, the actions of Gonzales alleged herein were
- 24 committed for the benefit of the Gonzaleses’ marital community.
- 25 3. The Gonzaleses caused events to occur in Maricopa County, Arizona, out of
- which the claims that are the subject of this Complaint arose. Further, Valor’s damages satisfy

1 the Court's minimum jurisdictional amount. Therefore, the Court has jurisdiction and venue.

2 4. This matter qualifies for Tier 1 pursuant to Rule 26.2(c).

3 **GENERAL ALLEGATIONS**

4 5. On August 16, 2025, Valor and Gonzales entered into an agreement ("the  
5 Contract") whereby Valor agreed to provide bioremediation services ("the Work") to 12381 W.  
6 Locust Lane, Avondale, AZ 85323 ("the Property").

7 6. Under the Contract, Gonzales assigned his interest in insurance proceeds relating  
8 to the Work to Valor.

9 7. Valor performed the Work.

10 8. Valor submitted a claim for the Work to Gonzales' insurance policy with State  
11 Farm ("Insurer") in the amount of \$45,687.01 after the Work was completed.

12 9. Insurer approved the claim in the amount of \$42,849.78.

13 10. Insurer issued a check to Gonzales in the amount of \$42,849.78 for the Work.

14 11. Valor has requested that Gonzales remit the insurance proceeds to Valor.

15 12. Without justification or excuse, Gonzales has refused to remit the insurance  
16 proceeds to Valor.

17 **FIRST CLAIM FOR RELIEF**  
18 **(Breach of Contract Against the Gonzaleses)**

19 13. Valor realleges and incorporates by reference the allegations set forth in  
20 paragraphs 1 through 12 above.

21 14. Gonzales breached his obligations under the Contract by failing to remit insurance  
22 proceeds relating to the Work to Valor.

23 15. The total principal amount due and owing to Valor after deducting all just offsets  
24 and credits for labor and materials furnished as part of the Work is \$42,849.78.

25 16. Valor has made demand upon Gonzales to pay the outstanding balance, but  
Gonzales has failed and refuses to do so.

1 17. Valor is entitled to recover its reasonable costs and attorneys' fees under A.R.S. §  
2 § 12-341 and 12-341.01.

3 THEREFORE, Valor requests this Court to enter judgment in its favor and against the  
4 Gonzaleses, jointly and severally, as follows:

5 A. Awarding Valor compensatory damage in the principal amount of \$42,849.78,  
6 together with accruing interest on the unpaid balance at the highest legal rate from the date due  
7 until paid in full;

8 B. Awarding Valor its costs and attorneys' fees incurred in this lawsuit pursuant to  
9 A.R.S. § § 12-341 and 12-341.01;

10 C. Awarding Valor interest on all sums awarded, including costs and attorneys' fees,  
11 calculated at the highest legal rate from the time of judgment until paid in full; and

12 D. Granting Valor such other relief as the Court may deem appropriate under the  
13 circumstances.

14 **SECOND CLAIM FOR RELIEF**  
15 **(Unjust Enrichment Against the Gonzaleses)**

16 18. Valor realleges and incorporates by reference the allegations set forth in  
17 paragraphs 1 through 17 above.

18 19. To the extent that the Gonzaleses are not liable to Valor for breach of contract,  
19 Valor has no adequate remedy at law and pleads unjust enrichment in the alternative.

20 20. The labor, materials, equipment, services and other items furnished by Valor  
21 unjustly enriched the Gonzaleses.

22 21. The Gonzaleses have been unjustly enriched at the expense of Valor to the extent  
23 of the reasonable value of the labor, materials, equipment, services and other items furnished for  
24 which Valor has not been compensated.

25 22. The reasonable value of the labor, materials, equipment, services and other items  
is \$42,849.78, together with accruing interest on past due amounts at the highest legal rate from

1 the date due until paid.

2           THEREFORE, Valor requests this Court to enter judgment in its favor and against the  
3 Gonzalezes, jointly and severally, as follows:

4           A.     Awarding Valor compensatory damage in the principal amount of \$42,849.78,  
5 together with accruing interest at the highest legal rate from the date due until paid in full;

6           B.     Awarding Valor its costs and attorneys' fees incurred in this lawsuit;

7           C.     Awarding Valor interest on all sums awarded, including costs and attorneys' fees,  
8 calculated at the highest legal rate from the time of judgment until paid in full; and

9           D.     Granting Valor such other relief as the Court may deem appropriate under the  
10 circumstances.

11  
12                   DATED this 13th day of February, 2026.

13                                   HOLDEN WILLITS PLC

14  
15                                   By 

16   Michael J. Holden

17   Ian Balitis

18                                   Attorneys for Plaintiff Valor Technical Cleaning  
19 LLC  
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