

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2011-008669

06/25/2012

HONORABLE DEAN M. FINK

CLERK OF THE COURT
S. Brown
Deputy

CAROLINE BROWN

MARK J DEPASQUALE

v.

PINNACLE RESTORATION L L C, et al.

THOMAS P BURKE II

UNDER ADVISEMENT RULING

The Court took this matter under advisement following oral argument on June 18, 2012. Upon further consideration of Plaintiff's Motion for Partial Summary Judgment on Contract Liability Against Camelback Village Association, Inc., the Court finds as follows.

There is no dispute that the Declaration required CVIA to "procure a blanket insurance policy insuring the Owners" such that "proceeds payable from [it] shall be payable to the Unit Owner and the Association jointly." CVIA does not argue that it did so. It is not a defense that CAU and not CVIA made the decision on how to issue the checks. It was CVIA's obligation to make sure, if necessary by including express language in the contract, that checks would be issued as the Declaration required; if CAU would not agree, there are many other insurance companies. CVIA's breach is clear.

IT IS ORDERED granting Plaintiff's Motion for Partial Summary Judgment on Contract Liability Against Camelback Village Association, Inc.

ALERT: The Arizona Supreme Court Administrative Order 2011-140 directs the Clerk's Office not to accept paper filings from attorneys in civil cases. Civil cases must still be initiated on paper; however, subsequent documents must be eFiled through AZTurboCourt unless an exception defined in the Administrative Order applies.