

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2019-015684

09/02/2021

HONORABLE JAMES D. SMITH

CLERK OF THE COURT
K. Treftz
Deputy

EDET EFFIONG ASUQUO

EDET EFFIONG ASUQUO
1701 W TUCKEY LN # 201
PHOENIX AZ 85015

v.

LA FUENTE CONDOMINIUM ASSOCIATION

JONATHAN S WALLACK

COURT ADMIN-CIVIL-ARB DESK
DOCKET-CIVIL-CCC
JUDGE J. SMITH

MINUTE ENTRY

The parties attended a settlement conference with a judge *pro tempore*. Defendant contended that an enforceable settlement agreement arose; Plaintiff disagreed. The parties submitted briefs and the Court held an evidentiary hearing August 31, 2021. In a separate Minute Entry, the Court explained its conclusion that the parties have an enforceable settlement agreement. *See Robertson v. Alling*, 237 Ariz. 345, 351 P.3d 352 (2015); Ariz. R. Civ. P. 80(a).

Today's Minute Entry states the terms of the parties' enforceable settlement agreement.

IT IS ORDERED adopting these terms as the parties' settlement agreement:

This Mutual Settlement Agreement and Release ("Agreement") is entered, effective August 31, 2021, between Plaintiff Edet Effiong Asuquo and Defendant La Fuente Condominium Association. Asuquo and La Fuente are collectively referred to as the "Parties."

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RECITALS

1. On December 13, 2019, Asuquo filed Maricopa County Superior Court action CV2019-015684, against La Fuente (the "Lawsuit").
2. In the Lawsuit, Asuquo alleged that La Fuente breached various contractual duties pertaining to the condominium unit located at 1701 West Tuckey Lane, Unit 201, Phoenix, Arizona 85015 (the "Unit").
3. Asuquo alleges to have sustained certain injuries and damages in connection with the Unit and as alleged in the Lawsuit.
4. La Fuente denies it breached any contractual or other duties owed to Asuquo and/or that it caused Asuquo any injuries or damages.
5. To compromise the claims asserted in the Lawsuit, and related to the Unit, and to avoid further litigation, La Fuente, through its insurance carrier, shall pay Asuquo the sum of \$10,000, within 10 days of the Clerk entering this order.

AGREEMENT

1. Asuquo Release of Claims: For and in consideration of the above recitals, and the promises made and payment described in this Agreement, which are good and valuable consideration, Asuquo hereby releases La Fuente, and its members, officers, and insurance companies, for any and all damages, of any kind, whether known or unknown, foreseen or unforeseen, valid or invalid, developed or undeveloped, arising prior to the date of this Agreement, including, but not limited to:
 - a. All claims that have or could have been asserted in the Lawsuit whether those claims have or have not been dismissed.
 - b. All claims referenced in the documents filed with the Court in the Lawsuit.
 - c. All claims relating to the La Fuente CC&Rs (Recorded 19801021_DKT_14725_1339_30) through June 2, 2021.
 - d. All claims relating to revised and updated La Fuente CC&Rs, whether alleged to be enforceable or unenforceable through June 2, 2021.

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- e. All claims relating to the Bylaws, Rules and Regulations, and/or other documents governing La Fuente through June 2, 2021.
 - f. All claims relating to the HVAC/Heat Pump equipment, systems, devices, or other mechanical items that service only the Unit through June 2, 2021.
 - g. All claims relating to the collection or imposition of dues, liens, or fines through June 2, 2021.
 - h. All claims relating to the denial of heating and cooling through June 2, 2021.
 - i. All claims relating to bodily injury, economic damages, property damages, loss of earnings, income, or employment opportunities, attorneys' fees, emotional distress, pain and suffering, and/or any other damages of any kind not specified above through June 2, 2021.
 - j. All claims relating to the condition of the interior walls, ceiling, flooring, and other building components serving only the Unit through June 2, 2021.
 - k. All claims relating to the intrusion of water, insects, and vermin into the Unit through June 2, 2021.
2. La Fuente Release of Claims: For and in consideration of the above recitals, and the promises made in this Agreement, which are good and valuable consideration, La Fuente releases Asuquo for all claims existing as of through June 2, 2021, pertaining to the Unit and that have been or could have been asserted in the Lawsuit.
 3. Dismissal: The Parties agree to dismiss the Lawsuit, with prejudice, each party to bear their own attorneys' fees and costs.
 4. Resolution of Disputed Claims: This Agreement reflects the compromise of disputed claims, and the Parties enter it solely to avoid the expense and inconvenience of further litigation. This Agreement shall not be considered an admission of liability, fault, or responsibility on the part of the Parties, all of which are denied.
 5. Waiver of Future Claims: The Parties agree not to initiate or assert any future claims of any kind relating to the matters released by this Agreement.

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6. Waiver of Sanctions: The Parties agree to waive all sanctions sought or awarded by the Court in the Lawsuit.
7. Waiver of Fees and Costs: The Parties shall bear their own costs of suit and attorneys' fees, and other costs and expenses, of every kind or character, arising out of or relating in any way to the Lawsuit and claims released herein.
8. HVAC/Heat Pump Installation/Maintenance: All work performed regarding the HVAC/Heat pump equipment servicing only the Unit shall be performed by an Arizona licensed and bonded contractor. Contractor shall have access to all areas necessary to perform its work. Contractor will coordinate with La Fuente representatives for verification of gas line hook up. Contractor shall have future unfettered access to the HVAC/Heat Pump that services only the Unit for service, maintenance, repair, and replacement.
9. Future Responsibility re: HVAC/Heat Pump: Asuquo shall be solely responsible for maintenance, repair, and replacement of the HVAC/Heat Pump equipment, systems, devices, or other mechanical items that service only the Unit, regardless of whether Asuquo contends that the equipment, systems, devices, or other mechanical items that service only the Unit are La Fuente's responsibility. La Fuente shall remain responsible for all Common Elements and General Common Elements as defined in the CC&Rs.
10. Representation re: Roof: The roof of Building A, in which the Unit is located, remains under warranty and any leaks or deficiencies relating to the roof will be repaired under the contractor's warranty.
11. Representation re: Stucco: All stucco defects in Building A that allow for the intrusion of water, insects, or vermin, have been repaired or will be repaired by a licensed contractor. This obligation does not apply to merely cosmetic defects.
12. Future Disputes: Any disputes regarding the terms of this Agreement, and the breach thereof, shall be decided by Judge *pro tempore* Gregory Gills. The Parties agree that this is an express waiver of the right to initiate suit or other action in connection with the terms and/or breach of this Agreement.
13. Indemnity for Medical and Attorneys' Liens: Asuquo agrees to hold La Fuente harmless and to indemnify it for any medical or attorneys' liens.

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14. Confidentiality: The Parties agree that, to the best of their ability, they will not disclose the terms and conditions of this Agreement except as may be necessary in the normal course of business, as required by law, or pursuant to any order of the Court.
15. Counterparts: This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument.

IT IS FURTHER ORDERED dismissing this matter with prejudice under the terms of the parties' settlement agreement. No matters remain pending. The Court enters this order under Arizona Rule of Civil Procedure 54(c).

/ s / JAMES D. SMITH

JAMES D. SMITH
JUDGE OF THE SUPERIOR COURT