

OPEN MEETING AGENDA ITEM

**ORIGINAL**

**JOHN CHADWICK**  
16623 S. 33<sup>RD</sup> STREET  
PHOENIX, AZ 85048  
(602) 999-1334



18

November 2, 2006

Arizona Corporation Commission  
Docket Control  
1200 Washington Street  
Phoenix, AZ 85007

**Re: Motion to Intervene in the matter of the commission on its own motion investigating the failure of Carl Harvey dba Golden Corridor Water Co, to comply with Commission rules and regulations.**

**Docket No. W-02497A-06-0580**

To whom it may concern:

I wish to intervene in the complaint and order show cause investigating the failure of Carl Harvey, dba Golden Corridor Water Co. I am a residential customer and own the property that their water tanks are located.

Sincerely;

John Chadwick  
Cc Ariz Corp Commission  
Golden Corridor Water Co.

Arizona Corporation Commission  
**DOCKETED**

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AZ CORP COMMISSION  
DOCUMENT CONTROL

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RECEIVED

**NOTICE OF CLAIM AGAINST  
THE ARIZONA CORPORATION COMMISSION**

**Claimant Name:** JOHN CHADWICK

**Claimant Address:** 16623 S. 33<sup>rd</sup> Street, Phoenix, AZ 85048

**Telephone Number:** (602) 999-1334

**Date of Loss:** 06/2006

**Description of Occurrence / Circumstances:**

The Arizona Corporation Commission (ACC) maintains regulatory authority over private water companies and private sewer companies throughout Arizona.

Since July 2005, Claimant has been the owner of a 2.43 parcel of property located at 7320 West Common in Casa Grande, and identified in the Pinal County Assessor's records as parcel number 402-05-024. In addition, since February 2006 Claimant has been the owner of a 0.06 acre parcel at the same address and identified in the Pinal County Assessor's records as parcel number 402-05-02508.

Since purchasing this property, Carl Harvey doing business as GCWC / Golden Corridor Water Co., (Golden Corridor) has been the private water company providing water services to claimant. Golden Corridor is under the authority and jurisdiction of the Arizona Corporation Commission.

According to the ACC report dated August 18, 2006, and the Arizona Department of Environmental Quality (ADEQ), Golden Corridor is providing unsafe drinking water and is out of compliance with various State regulations, which are specified in the report. Furthermore, Golden Corridor has abandoned a well on the claimant's property and failed to properly cap the well. These non-compliance issues create an unhealthy and unsafe condition on the rented property which materially effect health or safety of the drinking water on claimant's property.

Despite having sent multiple demands that Golden Corridor remedy the problems, to date they have failed to take any action.

As the regulating authority over Golden Corridor's operations, the Corporation Commission has a duty to act in the public interest and to insure that Golden Corridor provides water to Claimant that meets safe drinking standards.

Claimant is informed and believes that the ACC has long been aware of the unhealthy and dangerous conditions having received dozens of complaints from Golden Corridor customers, and reports of violations from ADEQ. The ACC's August 18, 2006 report, yet has failed to take any meaningful action to remedy the problem and protect claimant

from this serious public health problem. The Arizona Corporation Commissions irrational failure to act is inexplicable and grossly negligent, causing claimant and other customer of Golden Corridor significant damages.

**Description of Damages:**

As a direct result of the ACC's failure to exercise its authority over Golden Corridor and cure the unsafe and unhealthy water conditions, there has been a reduction in the property values of the properties served by Golden Corridor of over fifteen percent (15%) of the market value. Furthermore, as a direct result of the unsafe drinking water, the property is essentially uninhabitable and unmarketable to prospective third party renters.

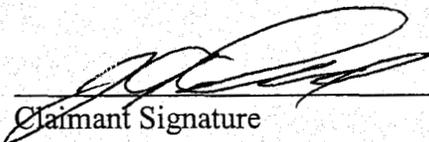
Claimant's damages for loss of marketability of the property is Seven hundred fifty Dollars (\$750.00) per month, from June 2006, and continuing until the situation is remedied.

Furthermore, Claimant has incurred damages in an amount equal to 15% below of the fair market value of the property.

**Demand Amount and/or Action Demanded to Settle Claim:**

Claimant demand that the ACC reimburse claimant for lost rental revenue in an amount equal to \$750.00 per month, from June 2006 through the date of settlement, plus \$25,000 for the decrease in property value.

In the event that this situation is not settled and remedied within 30 days from the date of this Notice, Claimant will be joining other property owners/customers who have similarly suffered damages in a class action lawsuit against the State of Arizona and the Arizona Corporation Commission.

  
\_\_\_\_\_  
Claimant Signature

Date: 11-02-06

1 JOHN CHADWICK  
16623 S. 33<sup>RD</sup> STREET  
2 PHOENIX, AZ 85048  
Telephone: (602) 999-1334  
3 Pro Se  
4 Donald F. Steward, AZCLDP #80339  
Document Resource Center, LLC., AZCLDP #80340

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6  
7 IN THE CASA GRANDE JUSTICE COURT OF THE STATE OF ARIZONA  
8 IN AND FOR THE COUNTY OF MARICOPA

9  
10 JOHN CHADWICK

11 Plaintiff,

12 vs.

13 GOLDEN CORRIDOR WATER CO., LLC;  
14 CARL E. HARVEY and CAROLYN  
HARVEY, husband and wife doing business as  
15 GCWC/GOLDEN CORRIDOR WATER CO.;  
16 JOHN DOES I-X; JANE DOES I-X, ABC  
17 CORPORATION I-X; and BLACK AND  
WHITE PARTNERSHIPS, and/or SOLE  
18 PROPRIETORSHIPS I-X

19 Defendant

CASE NO.:

COMPLAINT

20 COMES NOW the Plaintiff, JOHN CHADWICK, against the Defendant, alleges as  
21 follows:

22 1. At all times material hereto Plaintiff was a resident of the County of Maricopa,  
23 Arizona. Defendants CARL E. HARVEY and CAROLYN HARVEY were residents of Rush  
24 County Indiana, and doing business as GCWC/GOLDEN CORRIDOR WATER CO. in Maricopa  
25 County, Arizona.

26 2. Plaintiff is informed and believes that at all times Defendant GOLDEN CORRIDOR  
27 WATER COMPANY, LLC was an Arizona Limited Liability Company qualified, registered, and  
28 licensed to do business in the State of Arizona.  
29





1 payment for the lease of the property. The value of that benefit is Seven Hundred Fifty Dollars  
2 (\$750.00) per month, from February 2006 through October 2006 in a total amount of Six  
3 Thousand Seven Hundred Fifty Dollars (\$6,750.00).

4 19. Justice requires that Defendants should make restitution to Plaintiff in the amount of  
5 Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) for the value received as described  
6 herein, which Defendants have retained, used or otherwise benefited from at Plaintiff's expense.

7 COUNT III – ALTER EGO

8 20. Plaintiff re-alleges and incorporates by reference all prior allegations in paragraphs 1-19.

9 21. There is a unity of interest between Defendant CARL E. HARVEY and GOLDEN  
10 CORRIDOR WATER CO., LLC demonstrating that they have no separate existence  
11 which is evidenced as follows:

- 12 A. Defendants have commingled funds and other assets;
- 13 B. Defendant CARL HARVEY has made an unauthorized diversion of corporate  
14 funds and assets to uses other than the benefit of GOLDEN CORRIDOR  
15 WATER CO., LLC;
- 16 C. Defendant has openly treated Defendant GOLDEN CORRIDOR WATER CO.,  
17 LLC's assets as his own personal assets;
- 18 D. Defendant has failed to maintain separate and adequate corporate records for  
19 GOLDEN CORRIDOR WATER, LLC.;
- 20 E. Defendant has failed to capitalize Defendant GOLDEN CORRIDOR WATER  
21 CO., LLC ADEQUATELY;
- 22 F. Defendant CARL E. HARVEY has used Defendant GOLDEN CORRIDOR  
23 WATER CO., LLC as a mere shell, instrumentality, and conduit his personal  
24 business;
- 25 G. Defendant CARLE E. HARVEY has contracted with or become obligated to  
26 Plaintiff, with intent to avoid performance by use of Defendant GOLDEN  
27 CORRIDOR WATER CO., LLC as a shield against personal liability.  
28  
29

1           20. Defendant GOLDEN CORRIDOR WATER CO., LLC is the alter ego of Defendant  
2 CARL E. HARVEY and thus both should be held liable for the debt owed to Plaintiff, pursuant to  
3 the agreement. If Defendant CARL E. HARVEY is not held liable, an unfair and inequitable will  
4 follow.

5  
6           **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of  
7 them as follows:

- 8  
9           (A) For Compensatory damages in the amount of Six Thousand Seven Hundred Fifty  
10 Dollars (\$6,750.00), plus interest at 10% per annum from March 1, 2006;  
11 (B) For attorney fees, paralegal fees, and court costs incurred;  
12 (C) For such other and further relief as the Court may deem just and proper.

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16 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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21 JOHN CHADWICK  
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