

COMMISSIONERS
SUSAN BITTER SMITH – Chairman
BOB STUMP
BOB BURNS
DOUG LITTLE
TOM FORESE



04906080
JUL 2015
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

Date 01/15/2015

TM3 CONTRACTING LLC
8987 W OLIVE AVE 117-81
PEORIA, AZ 85345

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 01/14/2015 as agent for **TM3 CONTRACTING LLC** :

Case caption: **MELODY ANDERSON PALMER v. TM3 CONTRACTING LLC , et al** ,
Case number: **CV2015-09876** Court: **MARICOPA COUNTY, SUPERIOR COUR**

- ☐ Summons
- ☐ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☒ Other **CERTIFICATE OF COMPULSORY ARBITRATION**

Sincerely,

A handwritten signature in black ink, appearing to read "Lynda B. Griffin", written over a horizontal line.
Lynda B. Griffin
Custodian of Records

Initials **PTG**
File number **L17031993**

COMMISSIONERS
SUSAN BITTER SMITH – Chairman
BOB STUMP
BOB BURNS
DOUG LITTLE
TOM FORESE



JODI JERICH
Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF MAILING

Date: **01/15/2015**

I, **PETER GRAHAM** am an employee of the Arizona Corporation Commission ("ACC"). I hereby certify that on the **14TH** day of **JANUARY, 2015**, I received on behalf of the ACC service of the following documents upon the ACC as agent for **TM3 CONTRACTING LLC**

Case caption: **MELODY ANDERSON PALMER v. TM3 CONTRACTING LLC et al,**
Case number: **CV2015-09876**
Court: **MARICOPA COUNTY, SUPERIOR COURT**

- | | |
|--|--|
| <input checked="" type="checkbox"/> Summons | <input type="checkbox"/> Default Judgment |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Judgment |
| <input type="checkbox"/> Subpoena | <input type="checkbox"/> Writ of Garnishment |
| <input type="checkbox"/> Subpoena Duces Tecum | |
| <input type="checkbox"/> Motion For Summary Judgment | |
| <input type="checkbox"/> Motion for | |
| <input checked="" type="checkbox"/> Other CERTIFICATE OF COMPULSORY ARBITRATION | |

I hereby certify that on the **15TH** day of **JANUARY, 2015**, I placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to

TM3 CONTRACTING LLC

at its last known place of business as follows:

**8987 W OLIVE AVE 117-81
PEORIA, AZ 85345**

OR

I hereby certify that I was unable to mail the above listed documents to

because that entity is not a registered corporation or limited liability company in the State of Arizona, and the Arizona Corporation Commission has no record of its known place of business.

I declare and certify under penalty of perjury that the foregoing is true and correct.

Executed on this date:

01/15/2015

(signature) _____

A handwritten signature in black ink, appearing to read "Peter Graham", written over a horizontal line.

Person Filing: MELANIE ANDERSON PALMER + AMANDA A. BUCHAN
Address (if not protected): 2413 E MANHATTAN DR, TEMPE
City, State, Zip Code: TEMPE, AZ 85282
Telephone: 602.980.9096
Email Address: mapinvestmentsllc@outlook.com
Lawyer's Bar Number: _____

Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

CV 2015-090876

MELANIE ANDERSON PALMER +
Name of Petitioner AMANDA A. BUCHAN

Case No.: _____

SUMMONS

And

TM3 CONTRACTING LLC + THOMAS AKAYE +
Name of Respondent MARLENE M. KAYE

If you would like legal advice from a lawyer,
contact the Lawyer Referral Service at
602.234.4434

www.courtsupremacy.org

Sponsored by the

**WARNING: This is an official document from the court that affects your rights. Read this carefully.
If you do not understand it, contact a lawyer for help.**

FROM THE STATE OF ARIZONA TO: TM3 CONTRACTING LLC + THOMAS AKAYE +
Name of Respondent MARLENE M. KAYE

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons".
2. If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court, and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to the:
 - Office of the Clerk of the Superior Court, 201 West Jefferson Street, Phoenix, Arizona 85003-2205 OR
 - Office of the Clerk of the Superior Court, 18380 North 40th Street, Phoenix, Arizona 85032 OR
 - Office of the Clerk of Superior Court, 222 East Javelina Avenue, Mesa, Arizona 85210-6201 OR
 - Office of the Clerk of Superior Court, 14264 West Tierra Buena Lane, Surprise, Arizona, 85374.

Mail a copy of your "Response" or "Answer" to the other party at the address listed on the top of this Summons.

Person Filing: MELANIE ANDERSON PALMER + AMANDA A BUCHAN
Address (if not protected): 2413 E MANNATTION DR.
City, State, Zip Code: Tempe, AZ 85282
Telephone: 623.980.9094
Email Address: map.investments11c@outlook.com
Lawyer's Bar Number: _____
Representing ☒ Self, without a Lawyer or ☐ Attorney for ☐ Petitioner OR ☐ Respondent



COPY

JAN 07 2015
FOR CLERK'S USE ONLY

MICHAEL K. JEANES, CLERK
P. ROE
DEPUTY CLERK

**SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY**

MELANIE ANDERSON PALMER

AMANDA A BUCHAN
PLAINTIFF,

vs.

TMG CONTRACTING LLC

THOMAS A. KAYE + MARLON M KAYE
DEFENDANT.

CV 2015-090876

Case Number: _____

**CERTIFICATE OF
COMPULSORY
ARBITRATION**

The undersigned certifies that the largest award sought by the complainant, including punitive damages, but excluding interest, attorneys' fees, and costs ~~does~~ does not exceed limits set by Local Rule for compulsory arbitration. This case is is not subject to the Uniform Rules of Procedure for Arbitration.

SUBMITTED this 04 day of JANUARY, 20 15.

BY

Melanie D. Palmer

COPY

JAN 07 2015

MICHAEL K. JEANES, CLERK
P. ROE
DEPUTY CLERKName: MELANIE ANDERSON PALMER + AMANDA A. BUCHAN
Address: 2413 E. MANWATON DA. TEMPE, AZ 85282
City, State, Zip Code: 637-980-9096Name:
Address:
City, State, Zip Code:
Telephone:
In this case I am the:☒ Plaintiff/Petitioner ☐ Defendant/Respondent**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

CV 2015-090876

MELANIE ANDERSON PALMER +
Plaintiff/Petitioner AMANDA A. BUCHAN

Case Number: _____

TM3 CONTRACTING LLC +
Defendant/Respondent
THOMAS A. KAYE +
MARLENE M. KAYETitle: MAP vs. KAYE
BREACH OF CONSTRUCTION
CONTRACT AND THEFT OF
FUNDS

* SEE ATTACHED COMPLAINT AND EXHIBIT

MAP INVESTMENTS, LLC a Nevada Limited Liability Corporation

MAP vs. Kaye

817 E Fairmount Ave

Phoenix, AZ 85014

01/05/2014

This document represents the aspects of the civil suit brought against TM3 Contracting, LLC by Melanie Anderson Palmer & Amanda A. Buchan in regards to the Construction Contract signed on 10/15/2013.

Contract Complaint:

The Superior Court of Arizona has jurisdiction in this matter.

Obligation:

ON 10/15/2013 Defendant contracted for an "Investor Remodel" on the property located at 817 E. Fairmount Ave, Phoenix, AZ 85014. The project was to be completed by 11/15/2013. The cost of the project was to be \$25,350, which included all materials and labor.

Breach:

The project was not completed by the Defendant. The Defendant accepted \$16,389.44 for work that was never performed and for materials that were never provided. The relationship between the Defendant and the Plaintiff was cancelled by the Plaintiff as of 11/20/2013 due to non-performance, fraud, embezzlement of funds and Breach of Contract perpetrated by the Defendant.

Damage Sustained:

Breach of Contract: The final damages due to Breach of Contract total \$ 36,213.60 (see Exhibit pg. 61). These are liquidated damages due to delays, increased holding cost, increased cost of labor and increased cost of materials and paying a second time for materials paid for but never delivered by Defendant.

Loss of Profit A: The final loss of profit upon sale due to increased holding, labor and material costs total \$ 17,790.40. This is based on the original construction bid of \$25,350 subtracted from the final cost of construction of \$43,145.40. (See Exhibit pgs. 3 & 9)

Unliquidated Damages:

Plaintiff requests "fair and reasonable" damages as may be determined by the court or jury in this matter. These include compensation for Loss of Profit and Pain and Suffering.

Loss of Profit B: The final loss of profit due to having to use funds designated as "acquisition funds" to complete the Fairmount project totals approximately \$15,000, based on profits from following investments (see Exhibit pg. 77 & 79).

Pain and Suffering: Significant emotional distress was caused to Plaintiffs.

- 1) Both were required to borrow funds from friends and family members, many of whom did not support the initial business venture. Having to ask these people to "bail out" the Plaintiffs caused tension in those relationships and embarrassment to the Plaintiffs.
- 2) Both suffered from feelings of shame and inadequacy for being "taken in" by the Defendant and were made to question their ability to judge a person's character.
- 3) There was significant tension between husband and wife as husband felt obligated to "bail out" his wife, causing domestic financial problems
- 4) The children of one Plaintiff, both college students, had to have promised financial support reduced or withdrawn as funds had to be redirected to completing the

doors and 100% of the landscaping, with that work to have been completed by October 28, 2013. Not only was the work not completed, the bulk of the materials were not provided and tradesmen were not paid for the work. Instead the funds were used, in part, to send Marlene Kaye on a trip to Washington, D.C. (see Exhibit pg 63 – text dated 11/16/2013).

- 3) He requested we use additional funds to pay the tradesmen, as he was “waiting for funds to come in,” using our kindness against us, knowing we did not want the workers to go unpaid. This manipulation ended up extorting approximately \$14,000 from us.
- 4) Over the next month, the Defendant consistently performed only small portions of work, or provided minimal supplies, just enough to keep the Plaintiff “on the line” hoping the work would be completed. Several times he instructed his tradesmen to arrive at the job site, work a couple of hours and then leave for the rest of the day, so as to make it appear as progress was being made. This shows premeditated behavior and planning so as to obtain as much money as possible without true intention of performing the contracted work.
- 5) At each stage the Defendant was informed of the difficulty this was causing – both financially and emotionally – to the Plaintiff and their families. He exhibited utter disregard for the rights and interests of the Plaintiff then, and continues to do so to this day.
- 6) Defendant has contacted the Plaintiff multiple times requesting the opportunity to “make things right.” He has asked to make a payment plan arrangement (see Exhibit pgs. 64-75). He has offered to trade time and materials to pay back misappropriated funds. The Plaintiff has agreed to discuss the possibility of some kind of arrangement several times, even offering to accept granite materials, manufacturing and installation, along with Home Depot gift cards from the Defendant to counter the debt. Every time the Plaintiff agrees to discuss some kind of arrangement the Defendant stops responding. It has become apparent to the Plaintiff that this is yet another exhibition of “bad faith.” It is obvious the Defendant has no real desire to come to an equitable conclusion, but is instead trying to delay any legal action (see Exhibit pg. 64) against him by the Plaintiff until the 2 year time restraint has run out.
- 7) Thomas Kaye has prior felony and misdemeanor convictions – Narcotic Drug Violations from 2004 and Theft and Aggravated Assault convictions from 1996. In addition he has violated his Parole at least once (05/17/2006) and committed a Felony while on release (07/07/2004). While there have been many years in between with no apprehension, it is obvious from Mr. Kaye’s actions, misrepresentations and recurring convictions that no meaningful rehabilitation has taken place. His depraved behavior continues and begs the question, “Who has he taken advantage of that never reported it?”

AFFIDAVIT OF NON-SERVICE

Case: CV2015-090876	Court: Superior Court of Arizona	County: Maricopa, AZ	Job: 474514
Plaintiff / Petitioner: Melanie Anderson Palmer & Amanda A Buchan		Defendant / Respondent: TM3 Contracting, LLC, Thomas Akaye & Marlene M Kaye	
Received by: J & L Process Service, LLC		For: Melanie Anderson Palmer & Amanda A Buchan	
To be served upon: TM3 Contracting, LLC, Thomas Akaye & Marlene M Kaye			

I, Jaron Perkins, being duly sworn, depose and say: I am over the age of 21 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: TM3 Contracting, LLC, Thomas Akaye & Marlene M Kaye, Alternate Address: 8987 W Olive Ave #117-81, Peoria, AZ 85345

Manner of Service: Bad Address

Documents: Summons, Certificate of Compulsory Arbitration, and Complaint. (Received Jan 13, 2015 at 12:00pm)

Additional Comments:

1) Unsuccessful Attempt: Jan 13, 2015, 8:15 pm MST at Home: 7835 W Colter St, Glendale, AZ 85303

No answer. Next door neighbor said that Thomas moved out a while ago. Someone just moved in to rent their house.

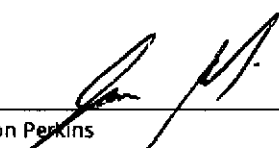
2) Unsuccessful Attempt: Jan 13, 2015, 8:30 pm MST at Home: 7993 W Rancho Dr, Glendale, AZ 85303

A lil Caucasian kid answered the door and said that no one named Thomas or Marlene lived there.

3) Unsuccessful Attempt: Jan 14, 2015, 11:00 am MST at Alternate Address: 8987 W Olive Ave #117-81, Peoria, AZ 85345

Location is a PO Box facility.

Fees: \$120.00


Jaron Perkins
MC-8562

1/14/2015

Date

Registered in Maricopa County

J & L Process Service, LLC
Po Box 44252
Phoenix, AZ 85064
602-344-9655

CORPORATIONS DIVISION
RECORDS SECTION
1300 West Washington
Phoenix, Arizona 85007-2929

User Id: PGRAHAM
Invoice No.: 4667786

Check Batch:
Invoice Date: 01/14/2015
Date Received: 01/14/2015
Customer No.:

ATTN:
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS L-1703199-3 TM3 CONTRACTING LLC	\$25.00
Total Documents: \$		25.00
	CASH	\$25.00
	PAYMENT	
Balance Due: \$		0.00

Corporate Maintenance

01/14/2015

State of Arizona Public Access System

3:47 PM

File Number: L-1703199-3

Corp. Name: TM3 CONTRACTING LLC

Domestic Address

8987 W OLIVE AVE 117-81

PEORIA, AZ 85345

Second Address

Agent: MARLENE M KAYE

Status: APPOINTED 08/26/2011

Mailing Address:

8987 W OLIVE AVE 117-81

PEORIA, AZ 85345

Agent Last Updated: 09/19/2011

Business Type:

Domicile: ARIZONA

County: MARICOPA

Corporation Type: DOMESTIC L.L.C.

Life Period: PERPETUAL

Incorporation Date: 08/26/2011

Approval Date: 08/30/2011

Last A/R Received: /

Date A/R Entered:

Next Report Due:

INVALID KEY FUNCTION. (A058)

Jaron Perkins

