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JUDI JERICH  
Executive DirectorPATRICIA L. BARFIELD  
Director  
Corporations Division**COMMISSIONERS**SUSAN BITTER SMITH – Chairman  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE**ARIZONA CORPORATION COMMISSION**

Date 07/09/2015

**SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC**  
**118 W FORT MCDOWELL PLACE**  
**CAMP VERDE, AZ 86322**

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 07/07/2015 as agent for SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC:

Case caption: CHERYL LEADROS v. SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC,  
Case number: CC2015087619SC Court: MARICOPA COUNTY, NORTH VALLEY PRECINCT

- ☒ Summons
- ☒ Complaint
- ☐ Subpoena
- ☐ Subpoena Duces Tecum
- ☐ Default Judgment
- ☐ Judgment
- ☐ Writ of Garnishment
- ☐ Motion For Summary Judgment
- ☐ Motion for
- ☐ Other

Sincerely,

  
Lynda B. Griffin  
Custodian of Records

Initials WB

File number L-1882872-0



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



**ARIZONA CORPORATION COMMISSION**

**JODI JERICH**  
Executive Director  
**PATRICIA L. BARFIELD**  
Director  
Corporations Division

**CERTIFICATE OF MAILING**

The undersigned person certifies the following facts:

On **07/09/2015**, **WALTER M BRICENO**, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC**.

Case caption: **CHERYL LEADROS v. SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC**,  
Case number: **CC2015087619SC**  
Court: **MARICOPA COUNTY, NORTH VALLEY PRECINCT**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Summons          | <input type="checkbox"/> Default Judgment    |
| <input checked="" 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 type="checkbox"/> Other                       |  |

On **07/09/2015**, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows:

**SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC**  
**118 W FORT MCDOWELL PLACE**  
**CAMP VERDE, AZ 86322**

**OR**

The undersigned 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.

Printed name: **WALTER M BRICENO**

Date: **07/09/2015**

Signature: \_\_\_\_\_

*Walter M Briceno*





# Maricopa County Justice Courts, Arizona

North Valley Justice Court 14264 W. Tierra Buena Ln., Surprise, AZ 85374 602-372-2000

CASE NUMBER: CC2015087619SC

Cheryl Leadros  
14425 N 52nd Avenue  
Glendale AZ 85306  
( 602 ) 573 - 7017  
Plaintiff(s) Name / Address / Phone

Sphinx Home Care Executive Consultants, LLC dba  
Violina Adult Care Home, John Does I-X and Jane  
Does I-X, husbands and wives, Black Corporations I-X  
( ) -  
Defendant(s) Name / Address / Phone

Serve on:

☒ Statutory Agent Jennifer Donovan

Address 118 W Fort McDowell Place  
Camp Verde AZ 86322  
( ) -

RECEIVED  
MAY 18 2015  
NORTH VALLEY JUSTICE COURT

## CIVIL SUMMONS

☐ Replacement Summons

JCRCP Rule

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT AT LEAST 3 JUDICIAL DAYS IN ADVANCE OF ANY SCHEDULED HEARING.

### THE STATE OF ARIZONA TO THE ABOVE-NAMED DEFENDANT(S):

- YOU ARE SUMMONED** to respond to this complaint by filing a written ANSWER with this Court and by paying the required fee. If you cannot afford to pay the required fee, you may request that the Court either waive or defer the fee.
- If you were served with this summons in the State of Arizona, the Court must receive your answer within twenty (20) calendar days from the date you were served. If you were served outside the State of Arizona, the Court must receive your answer within thirty (30) calendar days from the date you were served. If the last day is a Saturday, Sunday, or legal holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons.
- Your answer must be in writing.
  - You may obtain an answer form from this Court.
  - You may also obtain an answer form from the Form section of the Maricopa County Justice Courts website at <http://justicecourts.maricopa.gov>  
The direct link is: [http://justicecourts.maricopa.gov/Forms/cv\\_Answer.pdf](http://justicecourts.maricopa.gov/Forms/cv_Answer.pdf)
- Provide a copy of your answer to the Plaintiff(s) or to the Plaintiff's attorney in accordance with JCRCP Rule 120.
- IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THIS COURT WITHIN THE TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU.**

*Gerald A. Williams*

Date: 5/18/15  
Justice of the Peace

GERALD A. WILLIAMS

You are required to keep the court advised of your current address and contact phone number.  
The clerk can provide you with a Notice of Change of Address form.





## **Maricopa County Justice Courts**

### **NOTICE TO THE DEFENDANT:**

**A LAWSUIT HAS BEEN FILED AGAINST YOU IN JUSTICE COURTS**

**You have rights and responsibilities in this lawsuit. Read this notice carefully.**

1. In a justice court lawsuit, individuals have a right to represent themselves, or they may hire an attorney to represent them. A family member or a friend may not represent someone in justice court unless the family member or friend is an attorney. A corporation has a right to be represented by an officer of the corporation, and a limited liability company ("LLC") may be represented by a managing member. A corporation or an LLC may also be represented by an attorney.

If you represent yourself, you have the responsibility to properly complete your court papers and to file them when they are due. The clerks and staff at the court are not allowed to give you legal advice. If you would like legal advice, you may ask the court for the name and phone number of a local lawyer referral service, the local bar association, or a legal aid organization.

2. You have a responsibility to follow the Justice Court Rules of Civil Procedure ("JCRCP") that apply in your lawsuit. The rules are available in many public libraries, at the courthouse, and online at the Court Rules page of the Arizona Judicial Branch website, at <http://www.azcourts.gov/>, under the "AZ Supreme Court" tab.
3. A "plaintiff" is someone who files a lawsuit against a "defendant." You must file an answer or other response to the plaintiff's complaint in writing and within twenty (20) days from the date you were served with the summons and complaint (or thirty (30) days if you were served out-of-state.) If you do not file an answer within this time, the plaintiff may ask the court to enter a "default" and a "default judgment" against you. Your answer must state your defenses to the lawsuit. Answer forms are available at the courthouse, on the Maricopa County Justice Court website at <http://justicecourts.maricopa.gov/>, and on the Self-Service Center of the Arizona Judicial Branch website at <http://www.azcourts.gov/> under the "Public Services" tab. You may also prepare your answer on a plain sheet of paper, but your answer must include the court location, the case number and the names of the parties. You must provide to the plaintiff a copy of any document that you file with the court, including your answer.
4. You may bring a claim against the plaintiff if you have one. When you file your answer or written response with the court, you may also file your "counterclaim" against the plaintiff.
5. You must pay a filing fee to the court when you file your answer. If you cannot afford to pay a filing fee, you may apply to the court for a fee waiver or deferral, but you must still file your answer on time.
6. You may contact the plaintiff or the plaintiff's attorney and try to reach an agreement to settle the lawsuit. However, until an agreement is reached you must still file your answer and participate in the lawsuit. During the lawsuit, the court may require the parties to discuss settlement.
7. Within forty (40) days after your answer has been filed, you and the plaintiff are required to provide a disclosure statement to each other. The disclosure statement provides information about witnesses and exhibits that will be used in the lawsuit. A party may also learn more about the other side's case through discovery. Read the Justice Court Rules of Civil Procedure for more information about disclosure statements and discovery.
8. The court will notify you of all hearing dates and trial dates. You must appear at the time and place specified in each notice. If you fail to appear at a trial or a hearing, the court may enter a judgment against you. To assure that you receive these notices, you must keep the court informed, in writing, of your current address and telephone number until the lawsuit is over.







# Maricopa County Justice Courts, Arizona

North Valley Justice Court 14264 W. Tierra Buena Ln., Surprise, AZ 85374 602-372-2000

CASE NUMBER: CC2015087619SC

Cheryl Leadros  
14425 N 52nd Avenue  
Glendale AZ 85306  
( 602 ) 573 - 7017  
Plaintiff(s) Name / Address / Phone

Sphinx Home Care Executive Consultants, LLC dba  
Violina Adult Care Home, John Does I-X and Jane  
Does I-X, husbands and wives, Black Corporations I-X  
( ) -  
Defendant(s) Name / Address / Phone

Serve on:

☒ Statutory Agent Jennifer Donovan

Address 118 W Fort McDowell Place  
Camp Verde AZ 86322  
( ) -

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☐ Replacement Summons

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- Provide a copy of your answer to the Plaintiff(s) or to the Plaintiff's attorney in accordance with JCRCP Rule 120.
- IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THIS COURT WITHIN THE TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU.**

Date:

5/18/15

GERALD A. WILLIAMS

Justice of the Peace

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## **Maricopa County Justice Courts**

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6. You may contact the plaintiff or the plaintiff's attorney and try to reach an agreement to settle the lawsuit. However, until an agreement is reached you must still file your answer and participate in the lawsuit. During the lawsuit, the court may require the parties to discuss settlement.
7. Within forty (40) days after your answer has been filed, you and the plaintiff are required to provide a disclosure statement to each other. The disclosure statement provides information about witnesses and exhibits that will be used in the lawsuit. A party may also learn more about the other side's case through discovery. Read the Justice Court Rules of Civil Procedure for more information about disclosure statements and discovery.
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# Maricopa County Justice Courts, Arizona

North Valley Justice Court 14264 W. Tierra Buena Ln., Surprise, AZ 85374 602-372-2000

CASE NUMBER: CC20150876198

Cheryl Leadros  
14425 N 52nd Avenue  
Glendale AZ 85306  
( 602 ) 573 - 7017  
 Plaintiff(s) Name / Address / Phone

Sphinx Home Care Executive Consultants, LLC dba  
Violina Adult Care Home, John Does I-X and Jane  
Does I-X, husbands and wives, Black Corporations I-X  
( ) -  
 Defendant(s) Name / Address / Phone

( ) -  
 Attorney for Plaintiff(s) Name / Address / Phone

( ) -  
 Attorney for Defendant(s) Name / Address / Phone

## COMPLAINT

JCRCP Rule 1

I allege that:

- ☒ This court has jurisdiction over this matter.
- ☒ This court has venue because:
  - ☒ Defendant resides within the precinct boundaries of this court.
  - ☒ The debt or obligation that gives rise to this action occurred within this court's precinct, at the following location:
  - ☐ Other, pursuant to ARS 12-401.1-19:

I also allege that (state the factual basis for each claim):

1. See Exhibit A (attached)
2.
3.
4.

I am asking the court to award me judgment against the defendant(s) in the sum of \$ 3,500.00  
 (state claimed damages)

I am also asking for reimbursement of my court costs and interest at the legal rate from the date of judgment.

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

Date: 5-14-15 Christ Leadros  
 Plaintiff

You are required to keep the court advised of your current address and telephone number.  
 The clerk can provide you with a Notice of Change of Address form.

RECEIVED  
 MAY 18 2015  
 NORTH VALLEY JUSTICE COURT



NORTH VALLEY JUSTICE COURT

RECEIVED  
MAY 18 2015

CHERYL LEADROS  
14425 N 52nd Avenue  
Glendale, Arizona 85306  
602-573-7017

Exhibit A

Plaintiff Pro Se

IN THE JUSTICE COURT OF MARICOPA COUNTY, STATE OF ARIZONA  
IN AND FOR THE NORTH VALLEY PRECINCT  
(14264 W Tierra Buena Lane, Surprise, Arizona 85374)  
(602-372-2000)

(SMALL CLAIMS DIVISION)

CHERYL LEADROS,

Plaintiff,

vs.

SPHINX HOME CARE EXECUTIVE  
CONSULTANTS, LLC, d/b/a VIOLINA  
ADULT CARE HOME, JOHN DOES I-X  
and JANE DOES I-X, husbands and wives,  
BLACK CORPORATIONS I-X,

Defendants.

No. CC2015087619sc

COMPLAINT  
(Contract; Unjust Enrichment)

COMES NOW plaintiff Cheryl Leadros and for her complaint against defendants and each of them and alleges as follows.

1. This matter arose in this precinct upon contract, the contract being made at 12034 N. 46th Lane, Glendale 85304, a location in this precinct; the amount at issue in this matter is within the jurisdictional limit of this court.
2. Plaintiff is the successor in interest and/or personal representative of William Stobaugh, formerly of 3166 W Tierra Buena Lane, Phoenix 85053, now a deceased person.
3. Defendants were and are at all times corporations and LLCs doing business in





this county, state and precinct.

4. Defendants Doe and Black corporation are fictitiously alleged for the reason that plaintiff is unaware of their true and correct identities; upon ascertaining same plaintiff will move this court for leave to substitute their true and correct names.

5. Any married defendants were acting for and on behalf of themselves individually and for their marital communities so that any acts were done for and on behalf of themselves and their respective marital communities and in furtherance thereof.

6. The acts and omissions of the defendants and each of them were done as agent, employee and cofeasor so that the acts and omissions of defendants and each of them as alleged herein after are such as to give rise to joint and several liability.

7. This matter arises in contract; that in accordance with A.R.S. 12-341.01 and 12-341.02, plaintiff will be entitled to his attorney's fees and paralegal fees as and when incurred.

8. Some time prior to February 15, 2015, defendants were operating a senior citizen adult care home located at 12034 N. 46th Lane, Glendale 85304.

9. Plaintiff's decedent, William Stobaugh, was a resident of that home.

10. The residence at the home is governed by contract called a "RESIDENCY AGREEMENT", a true and correct copy of that contract is attached as Exhibit A.

11. The contract was signed for and on behalf of the deceased by plaintiff (see page 4), and defendants on February 26, 2015.

12. It is provided in said contract that upon the death of the resident that there shall be refunded the monthly rent as yet unexpended in residence.

13. William Stobaugh did die on or about February 18, 2015.



14. Under the terms of the contract plaintiff is due a refund in the amount of \$3500.

15. Plaintiff has demanded that refund, but same has been refused or denied without just cause by defendants.

16. Said refusal has damaged plaintiff in the amount of \$3500.

WHEREFORE, plaintiff prays the judgments and orders of this court as against defendants and each of them as follows:

- a. For her special and compensatory damages in such sum as may proven;
- b. For her attorneys fees incurred herein;
- c. For her costs incurred herein; and,
- d. For such other and further relief as may be just and proper in the

premises.

Dated this 14 day of May, 2015.

  
CHERYL LEADROS

#### VERIFICATION

STATE OF ARIZONA       )  
                                  ) ss.  
County of Maricopa     )

Cheryl Leadros, being first duly sworn, upon her oath, deposes and states:

That she is the plaintiff in the foregoing entitled and numbered cause; that she has read the foregoing complaint, and knows the contents thereof and the matters and things stated therein are true to her own knowledge, except as to those matters stated therein upon information and belief, and as to those matters she believes them to be true.



Cheryl Leadros  
CHERYL LEADROS

SUBSCRIBED AND SWORN to before me this 14 day of May, 2015.

Marie Trueba  
Notary Public

MY COMMISSION EXPIRES:

7-31-16





Violina Assisted Living Care  
RESIDENCY AGREEMENT

This is an agreement between Violina Assisted Living Care, located at 12034 N. 46 LN, Glendale, AZ 85304 and who asserts that he/she is legally empowered to recur and discharge and conduct the personal and legal affairs of William F. Hobaugh hereafter known as resident.

**BASIC MONTHLY FEE**

The basic monthly fee is based on the type and amount of care required by the resident as described on the Preliminary Admission and Resident Health Status forms. Should the resident's condition change requiring more care, the monthly fee may increase, or the resident may be referred to a facility where appropriate care is available.

The basic monthly fee of \$ 2500 provides for

☒ semi-private or ☐ private room

and furnishings, bed and bathing linen, personal care needs as ordered by the primary care provider and as outlined in the resident Service Plan, all meals and snacks as provided for on the facility's menus, laundry service, housekeeping including cleaning of room and making of bed, social, recreational and rehabilitative activities not required by a professional or quasi-professional person, generic toiletries (limited to shampoo, soap, Kleenex napkins, toilet paper), medication control and administration, access to common areas of the facility (dining, living, social areas and secured yard), and input into menu and activity calendar planning.

The resident is responsible for all required medications including prescription and nonprescription drugs, nursing services above and beyond what is provided by the facility including the yearly, bi-yearly quarterly or other required charges for the development and review of the Service Plan, medical treatment including primary provider care, podiatrist, dental and surgical care, medical and treatment supplies, incontinence supplies (including garments, skin barriers, special cleansing soaps or lotions, indwelling or exdwelling catheters and related supplies), mobility devices and their routine maintenance and repair, supplies and equipment needed to maintain independence in performance of Activities of Daily Living, personal toiletries (including but not limited to combs, hairbrushes, hairspray, hairnets, tooth paste, tooth brush, denture cup, denture cleaning supplies, deodorants, skin lotions and creams and utensils for cleaning nails and ears) vitamins or food supplements, special equipment for eating or instilling liquid nutrition, special activities outside the facility, and transportation to and from health care appointments.

The monthly charge shall begin on the day the resident moves in and will be

☐ prorated to the beginning of the month or

☒ will be due on the same calendar day of each month thereafter.

The resident or resident's representative agrees to pay the monthly fee on or before the due date, and should the fee remain unpaid for seven days after the due date, which will fall on the 5th day of the each month, a late charge of five percent of the monthly fee will be added.

A deposit of \$ 250 is required of the resident to protect the facility against termination of the Residency Agreement without notice and unusual damage the resident may cause to the facility and grounds.

**REFUNDS**

To receive full refund of the deposit, the resident or resident's representative must give a full 30 day written notice of intent to terminate the Residency Agreement by moving the resident from the facility and in addition, there must be no damage to the facility beyond the normal wear and tear of the resident's area. Failure to give 30 days notice of termination of the Residency Agreement will result in the funds being deducted from the deposit on a pro-rata basis until the census position the resident has vacated is filled by another resident moving into the facility or the amount of the deposit is exhausted, whichever comes first.

The management recognizes that in some instances a 30 day written notice to terminate the Residency Agreement may not be possible and will give a full refund of the deposit for the following circumstances:

- The death of the resident.
- The discharge of a resident who has changes in physical, mental, emotional or functional status which places them at a level of care beyond the scope of practice allowed by the facility's license.
- The resident's behavior or health poses a threat to the health or safety of other individuals in the facility.





- d. The resident or resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
- e. The resident or resident's representative terminates the Residency Agreement after providing 14 days written notice for the facility's failure to comply with the resident's service plan or Residency Agreement.
- f. The manager requests the termination of the contract with 14 day written notice because the resident's or resident's representative's behavior violates the Internal Facility Requirements or Residency Agreement.

Deductions will be made from the deposit or the resident's Personal Fund (if any) for any of the following:

- a. Damage to the facility that exceeds normal wear and tear. For example, broken windows, doors, furniture, light fixtures, damaged wall paneling, molding, drapes/curtains etc. caused by any acting out or a normal behavior of the resident.
- b. Any outstanding costs for beautician services, medical supplies, nutritional supplements, incontinence garments, clothing, medications or personal toiletries incurred by the facility at the request of the resident or resident's representative on the resident's behalf.
- c. Violations of the terms of this Residency Agreement.

Deductions from the deposit will not be made for routine cleaning of carpets or floors, painting of walls, cleaning of furniture or drapes/curtains or other items considered as normal wear and tear in the facility.

Refund of the resident's basic monthly fee will be prorated to the day the resident actually leaves the facility for the following:

- a. The death of the resident.
- b. The discharge of a resident who has changes in medical or health needs or whose physical, mental, emotional or functional status which places them at a level of care beyond the scope of practice allowed by facility's license.
- c. The resident's behavior or health poses a threat to the health or safety of other individuals in the facility.
- d. The resident or resident's representative terminates the resident's Residency Agreement immediately for abuse, neglect or exploitation as substantiated by a governmental agency.
- e. The resident or resident's representative terminates the Residency Agreement after providing 14 days written notice for the facility's failure to comply with the resident's Service Plan or Residency Agreement.
- f. The management requests the termination of the contract because the resident or the resident's representative violates the Internal Facility Requirements or because resident's behavior disrupts the routines and policies of the facility.

Deposits and other monies being refunded will be returned as soon as all deductions or fees are made, if any, by the terms of this agreement and as spelled out in the Residency Agreement, but not to exceed 30 days from the date of the resident's actual discharge from the facility. Included with the refund will be a written statement that details:

- a. The disposition of the resident's personal property;
- b. An accounting of all fees, resident personal funds, or deposits owed to the resident; and
- c. An accounting of any deduction from the fees or deposits.

### TERMINATIONS

The management will provide the resident or resident's representative 30 days written notice before terminating the Residency Agreement except in the following circumstances:

- a. The management will terminate the Residency Agreement without notice if
  - i. The resident exhibits behavior that is a threat to the health and safety of individuals in the facility;
  - ii. The resident's medical or health needs require immediate transfer to another health care institution;
  - iii. The resident's care and service needs exceed the services the is licensed to provide;
- b. The management will terminate the Residency Agreement after providing 14 days written notice to a resident or the resident's representative for any of the following reasons:
  - i. Documented failure to pay fees or charges;
  - ii. Documented non-compliance with the Residency Agreement or Internal Facility Requirements;

The resident or the resident's representative may terminate the Residency Agreement without notice due to neglect, abuse, exploitation or if conditions exist which place the resident in imminent danger to life, health or safety, if s



stated by a governmental agency.

The resident or resident's representative may terminate the Residency Agreement after providing 14 days written notice to the management for documentation of the facility's failure to comply with the Service Plan or Residency Agreement.

The management will include with any written notice of termination of the Residency Agreement the following information:

- a. The reason for the termination;
- b. The effective date of the termination of the resident's residency;
- c. The resident's right to grieve the termination;
- d. The facility's grievance procedure;
- e. The facility's refund policy;
- f. A copy of the resident's service plan.
- g. A copy of the most recent documentation of proof of freedom from active TB; and
- h. Phone numbers and addresses of the local Area Agency on Aging and D.E.S. Long Term Care Ombudsman.

### GRIEVANCES

The resident or resident's representative has the right to file a grievance against any management decision to terminate the Residency Agreement or any other issue affecting the care of the resident.

Step 1 A resident or resident's representative shall explain in writing the grievance to the manager.

- a. The written grievance will include the cause of the grievance and provide a suggested remedy. A grievance must be brought within 10 working days from the day the decision, service or lack of service was observed.
- b. The manager, either alone or in collaboration with the licensee (owner), if the two positions are distinct and separate, shall reach a decision and communicate it in writing to the resident or resident's representative within 10 working days of receipt of the written grievance.
- c. Every effort should be made to settle grievances at this stage.

Step 2 If the resident or resident's representative feel the decision of the manager and/or licensee is still unfair, the resident or resident's representative shall respond in writing within 10 working days, requesting reconsideration of the issue.

- a. The response should again offer suggestions on what would be considered a fair compromise of the situation five working days.
- b. The manager shall then form a committee of three individuals including the manager, the individual who developed the service plan (if different from the manager) or a nurse and another individual affiliated with the facility i.e. resident, caregiver, volunteer, to meet together and review the grievance.
- c. The manager will make a written reply of the committee's decision to the resident or resident's representative second written response within 10 working days.
- d. The resident or resident's representative may choose to be present during the committee meeting to represent the case of the resident.

Step 3 If the resident or resident's representative still feel that the decision of management has not resolved the problems, he or she should seek outside counsel through the Arizona Department of Health Services office of Home and Community Based Licensure or through the DES Long Term Care Ombudsman or any other persons or resident advocacy agencies.

Any reply which is not appealed by the resident or resident's representative within the time allowed at each level shall be considered settled and binding on the part of the resident or resident's representative and the facility.

### TEMPORARY ABSENCE FROM THE FACILITY

During short periods of absence from the facility for recreational or medical reasons the daily rate continues uninterrupted until such time notice is given that the resident will not be returning to the facility. Once the facility is notified that the resident will not be returning, the storage fee for storage of the resident's belongings will be a daily



fee prorated from the monthly rate. The storage fee will terminate once the belongings are removed from the facility or the resident or resident's representative grants written permission for disposal of the belongings.

### CHARGE AND FEE INCREASES

The facility will provide a minimum of 30 days advance written notice before any rate or fee increases for any service or care the resident receives while living in the facility unless the rate increase is based upon changes in the resident's health, medical, emotional or functional care needs as specified in the service plan. In this instance the rate increase will begin as soon as the resident or resident's representative is notified in writing. All written notification will include the effective date and the reason(s) for the rate increase.

### ADDITIONAL SERVICES AND CHARGES

The following services are available for additional fees:

Transportation to and from health care appointments at \$ 80.00

Hair cuts by a beautician at \$ 17.00

Hair washed and set by a beautician at \$ 17.00

Hair perms by a beautician at \$ 17.00

Service Plan including assessment and written instructions for care by contract nurse at \$ 50.00

### RESIDENT PERSONAL FUND

A personal fund may be set up and managed for the resident under the terms and conditions outlined in Administrative Rule R9-10-703(C) of the Arizona Department of Health Services and is available upon request of the resident or resident's representative.

### DISCLAIMERS

This facility will not assume responsibility for jewelry or other valuables of the resident. Please do not leave large sums of cash, expensive jewelry, etc. with the resident.

The management and staff assume no liability for injuries or other occurrences while the resident is away from the facility. Individuals taking residents from the facility will be requested to sign out and in.

### RESPONSIBILITIES OF ALL PARTIES

The resident and resident's representative are expected to comply with the Internal Facility Rules, primary care provider orders, and Service Plan.

The management will insure that the resident lives in a clean and safe environment with nutritious food and a caring and pleasant staff. The facility staff will comply with the Internal Facility Rules, primary care provider orders, and Service Plan.

Initial the items below signifying they were given or explained to the resident or resident's representative.

A copy of the Internal Facility Requirements was provided and explained. J

A copy of the Resident's Rights was provided and explained. J

A copy of agency phone numbers as required by ADHS was provided and explained. J

The evacuation Plan was reviewed and explained. J

Cheryl Wray POA  
Signature of Resident or Resident's Representative

2-26-14  
Date

[Signature]  
Signature of Facility Representative

2/26/14  
Date



IN THE NORTH VALLEY JUSTICE COURT OF THE  
STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA

CHERYL LEADROS

CC2015-087619SC

PLAINTIFF/PETITIONER

SPHINX HOME CARE EXECUTIVE  
CONSULTANTS, LLC

ATTEMPTED DECLARATION SERVICE BY  
PRIVATE PROCESS SERVER

DEFENDANT/RESPONDENT

---

**GENERAL DESCRIPTION OF DOCUMENTS ATTEMPTED TO BE SERVED:**

CIVIL SUMMONS; CIVIL COMPLAINT; NOTICE TO THE DEFENDANT

**I ATTEMPTED TO SERVE TRUE COPIES OF THE ABOVE LISTED DOCUMENTS ON THE PERSON/  
ENTITY LISTED BELOW:**

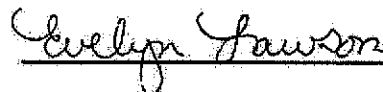
**PERSON/ENTITY:** SPHINX HOME CARE EXECUTIVE CONSULTANTS, LLC

**HOW:**

ATTEMPTED TO SERVE JENNIFER DONOVAN, REGISTERED STATUTORY AGENT AT ADDRESS PROVIDED OF 6601 W. MOLLY LANE, PHOENIX, AZ 85083 ON 6/14/15 1:04 PM- NO ACCESS- IS GATED; 6/16/15 9:35 AM- SPOKE TO JOSEPH FAHNESTOCK, A FRIEND WHO CONFIRMED JENNIFER DONOVAN LIVES HERE BUT STATED SHE IS NOT HOME UNTIL AFTER 4:30 PM. 6/19/15 7:50 pm- NO ANSWER, CHEVY TRAVERSE IN DRIVEWAY #BKA3932; 6/21/15 2:26 PM- JOSEPH AGAIN ANSWERED SAID SUBJECT NOT HOME- LEFT NOTE. 6/23/15 6:53 PM- NO ACCESS THROUGH GATE. 6/24/15 5:48 PM- NO ANSWER, CHEVY TRAVERSE IN DRIVEWAY.

THE UNDERSIGNED CERTIFIES UNDER PENALTY OF PERJURY THAT I AM CERTIFIED TO SERVE PROCESS IN THIS ACTION WITHIN THE STATE OF ARIZONA; HAVING BEEN SO CERTIFIED AND REGISTERED BY THE SUPERIOR COURT OF MARICOPA COUNTY, ARIZONA, AND THAT THE ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DECLARANT



EVELYN LAWSON

ARIZONA CERTIFIED PROCESS SERVER #8198

June 24, 2015





Cheryl Leadros  
14425 N 52<sup>nd</sup> Ave  
Glendale, AZ 85306  
602.573.7017

RECEIVED  
JUN 24 2015  
NORTH VALLEY JUSTICE COURT

IN THE NORTH VALLEY JUSTICE COURT OF THE STATE OF  
ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

PROOF OF SERVICE  
Case No. CC2015087619SC

CHERYL LEADROS,

vs.

SPHINX HOME CARE EXECUTIVE CONSULTANTS, LLC, et al,

Received by Arnold's Process Service to be served upon **Sphinx Home Care Executive Consultants, LLC dba Violine Adult Care Home Statutory Agent Jennifer Donovan @ 118 W Fort McDowell Place Camp Verde, AZ 86322**. I, Tracy B Arnold, do hereby affirm that on the 6<sup>th</sup> day of June 2015 @ 10:41am. I attempted to execute service by delivering a true copy of the **Summons; Complaint; Notice to Defendant;** in accordance with statutes in the manner marked below:

( ) GOVERNMENT AGENCY: \_\_\_\_\_ as \_\_\_\_\_ of the  
within-named agency.

( ) SUBSTITUTE SERVICE: By serving, \_\_\_\_\_

( ) PERSONAL SERVICE: By serving \_\_\_\_\_

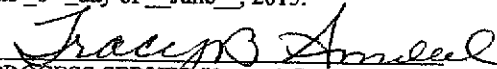
( ) CORPORATE SERVICE: By serving \_\_\_\_\_

( ) OTHER SERVICE: By \_\_\_\_\_

(X) NON SERVICE: Details given in Comments below:

Comments: Per resident Sherri Ross, Jennifer Donovan, is no longer a partner with her and that she is residing and working down in the Phoenix, AZ area.

I certify that I am over the age of 21 and not a party to the causes nor concerned in the event thereof. I declare under penalty of perjury that the foregoing is true and correct. Executed on this 8<sup>th</sup> day of June, 2015.



PROCESS SERVER Yavapai County, AZ

Lic # YV-040005

Appointed in accordance with state statutes

Service Fee: \$

Arnold's Process Service

212 S Marina St STE B

Prescott, AZ 86303

928.445.4807



## STATEMENT FOR SERVICE OF PROCESS

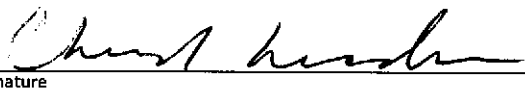
**ENTITY NAME** – give the exact name of the corporation or LLC as currently shown in A.C.C. records:

**Sphinx Homecare Executive Consultants, LLC**

**A.C.C. FILE NUMBER:** **L18828720**

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

By my signature below, **I certify under the penalty of perjury** that, upon information, knowledge, and belief, the above-named entity has either failed to appoint a statutory agent or failed to maintain a statutory agent at the statutory agent address on record with the Arizona Corporation Commission.



Signature

CHERYL LEADROS 8-1-15

Printed Name

Date

Service of process fee: \$25.00  
All fees are nonrefundable.

Mail: Arizona Corporation Commission - Records Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-3414

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.



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

User Id: WBRICENO  
Invoice No.: 4814456

Check Batch:  
Invoice Date: 07/08/2015  
Date Received: 07/08/2015  
Customer No.:

ATTN:  
(CASH CUSTOMER)

Quantity	Description	Amount
1	SERVICE OF PROCESS L-1882872-0 SPHINX HOMECARE EXECUTIVE CONSULTANTS, L	\$25.00
Total Documents: \$		25.00
	CHECK 6057	\$25.00
PAYMENT		
Balance Due: \$		0.00



Corporate Inquiry

07/08/2015

State of Arizona Public Access System

3:04 PM

File Number: L-1882872-0

Corp. Name: SPHINX HOMECARE EXECUTIVE CONSULTANTS, LLC

Domestic Address

118 W FORT MCDOWELL PLACE

CAMP VERDE, AZ 86322

Second Address

Agent: JENNIFER DONOVAN

Status: APPOINTED 10/30/2013

Mailing Address:

118 W FORT MCDOWELL PLACE

CAMP VERDE, AZ 86322

Agent Last Updated: 11/04/2013

Business Type:

Domicile: ARIZONA

County: YAVAPAI

Corporation Type: DOMESTIC L.L.C.

Life Period: PERPETUAL

Incorporation Date: 10/30/2013

Approval Date: 11/04/2013

Last A/R Received: /

Date A/R Entered:

Next Report Due:

Drop off AT window.

7/8/15 @ 3:00pm

