

Dated: April 16, 2024



Brenda Moody

Brenda Moody Whinery, Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

Case No. 4:24-mp-00003-BMW

CHAPTER 7 FEES AND PRACTICES OF
MY ARIZONA LAWYERS, PLLC AND
RELATED FINANCING AGREEMENTS
WITH EZLEGALFEES, LLC

ORDER TO SHOW CAUSE

Candace Kallen, the sole member and manager of My Arizona Lawyers, PLLC (hereinafter, “My Arizona Lawyers” or the “Firm”),¹ appeared before this Court on December 12, 2023, at a hearing regarding the *Disclosure of Compensation of Attorney for Debtor(s)* (the “Disclosure”) (Dkt. 22)² she filed in *In re Canez* (4:23-bk-06514-BMW). During that hearing, Ms. Kallen disclosed that she drafted the *Chapter 7 Bankruptcy Pre-Petition Services Agreement* (the “Pre-Petition Agreement”) and the *Chapter 7 Bankruptcy Post-Petition Services Agreement* (the “Post-Petition Agreement,” and collectively with the Pre-Petition Agreement, the “Retention Agreements”) attached to the Disclosure (Dkt. 22 at 3-9), which Retention Agreements My Arizona Lawyers uses in other Chapter 7 cases filed in this District when a debtor opts to enter into a bifurcated, pay-over-time fee arrangement with the Firm.³ (See 12/12/23 Hearing Tr. 5:11-

¹ My Arizona Lawyers, PLLC is also referred to as “My AZ Lawyers” and/or “MyAzLawyers” in certain documents referenced herein.

² Unless otherwise indicated, citations to transcripts and/or the docket refer to transcripts and/or docket entries in *In re Canez* (4:23-bk-06514-BMW).

³ The Court notes that Ruth Ann Ambs of the Law Office of Ruth Ann Ambs uses nearly identical retention agreements. (See, e.g. *In re Cameron*, 4:23-bk-09351-BMW at Dkt. 16). Ms. Ambs has

1 6:9). Ms. Kallen further disclosed that she does not explain to her debtor-clients the terms of the
2 Retention Agreements or the terms of the related *Promise to Pay and Authorization for Recurring*
3 *Payments* (the “Financing Agreement”) with EZLegalFees, LLC (“EZ Legal Fees”)⁴ (Dkt. 22 at
4 16-19) that My Arizona Lawyers requires Chapter 7 debtor-clients who enter into bifurcated,
5 pay-over-time fee arrangements with the Firm to sign. (12/12/23 Hearing Tr. 7:2-13, 11:24-12:4,
6 13:16-24).

7 The Pre-Petition Agreement provides that My Arizona Lawyers will only represent a
8 debtor-client who chooses to enter into a bifurcated fee agreement with the Firm “in After Filing
9 Services if [that debtor-client] sign[s] a Contract After Filing.” (Dkt. 22 at 3). The Post-Petition
10 Agreement provides that “[the] Law Firm does not represent you, and additional charges would
11 be necessary for work including any continued 341 Meeting after the initial meeting, 2004
12 Exams, motions to reinstate, Reaffirmations, amendments to statements or schedules, additions
13 to creditor list, motions to turn over property, Trustee’s inquiries, and any claims or objections
14 to claims.” (Dkt. 22 at 11). “Additional work” is done “at the sole discretion of Law Firm.” (Dkt.
15 22 at 12).

16 However, in this District, “[a]n attorney who files a debtor’s bankruptcy petition, or who
17 files a notice of appearance on a debtor’s behalf, must represent the debtor in all matters, other
18 than adversary proceedings, until the case is closed or the Court enters an order approving
19 withdrawal or substitution of counsel.” Local Rule Bankr. Procedure D. Ariz. 9010-1(c)(1).

20 Further, pursuant to 11 U.S.C. § 528(a)(1)(A), retention agreements must “explain[]
21 clearly and conspicuously” the services that will be provided by the law firm. “Any contract for
22 bankruptcy assistance between a debt relief agency and an assisted person that does not comply
23 with the material requirements of . . . section 528 shall be void.” 11 U.S.C. § 526(c)(1). 11 U.S.C.
24 § 526(a)(3)(A) further prohibits a law firm from “misrepresent[ing] to any assisted person or
25
26

27 represented to this Court that EZ Legal Fees, LLC and/or Want A Fresh Start, LLC drafted the retention
28 agreements she uses. (See *In re Cameron*, 4:23-bk-09351-BMW, 2/29/24 Hearing Tr. 2:16-25, 7:19-24).
⁴ EZLegalFees, LLC is also referred to as “EZ Legal Fees, LLC” and/or “EZLegalFees” in certain
documents referenced herein.

1 prospective assisted person, directly or indirectly, affirmatively or by material omission, with
2 respect to the services that such [firm] will provide to such person[.]”

3 The Pre-Petition Agreement provides that the “before filing” services that will be provided
4 by the Firm are the “prepar[ation] and fil[ing] of a basic, skeletal, Chapter 7 Bankruptcy Petition,
5 which, in Law Firm’s discretion, may only identify the case.” (Dkt. 22 at 5). The Retention
6 Agreements further disclose that the Firm “may . . . determine that a Chapter 13 bankruptcy is
7 more appropriate, or that [the debtor-client] do[es] not qualify for a Chapter 7 bankruptcy.” (Dkt.
8 22 at 4, 13). When questioned at the December 12, 2023 hearing, Ms. Kallen explained that My
9 Arizona Lawyers does “a quick, preliminary means test” using an app to determine whether to
10 file a Chapter 7 petition on behalf of a debtor-client. (12/12/23 Hearing. Tr. 4:10-16).

11 Pursuant to 11 U.S.C. § 707(b)(4)(C), “[t]he signature of an attorney on a petition . . . shall
12 constitute a certification that the attorney has (i) performed a reasonable investigation into the
13 circumstances that gave rise to the petition . . . ; and (ii) determined that the petition . . . (I) is
14 well grounded in fact; and (II) is warranted by existing law or a good faith argument for the
15 extension, modification, or reversal of existing law and does not constitute an abuse under [11
16 U.S.C. § 707(b)(1)].”

17 With respect to compensation and the Firm’s financing arrangement, according to the
18 Disclosure and other disclosures the Firm has filed with the Court, My Arizona Lawyers “has a
19 recourse line of credit from a third-party lender secured by (among other things) a collateral
20 assignment of the accounts receivable of counsel, including amounts owed by Debtor(s) to
21 counsel.” (E.g., Dkt. 22 at 1). To date, Ms. Kallen has not provided a copy of the financing
22 agreement between her Firm and EZ Legal Fees to the Court, as required by this Court’s
23 Procedures. However, under the terms of the Financing Agreement, which Financing Agreement
24 appears to be remitted by My Arizona Lawyers to its debtor-clients,⁵ and which Financing
25 Agreement is discussed in more detail below, Chapter 7 debtor-clients of My Arizona Lawyers
26 are directly obligated to EZ Legal Fees for funds advanced to My Arizona Lawyers. EZ Legal
27 Fees is not an assignee of accounts receivable, as My Arizona Lawyers indicates in its Disclosure.

28 _____
⁵ See Dkt. 22 at 20.

1 Attorneys are required to include accurate and comprehensive information in their
2 disclosures of compensation. *In re Kolle*, 641 B.R. 621, 657 (Bankr. W.D. Mo. 2021). Inaccurate
3 and/or misleading disclosures may subject an attorney to disgorgement of fees and/or the
4 cancellation of fee agreements. *See id.*; *In re Park-Helena Corp.*, 63 F.3d 877, 881 (9th Cir.
5 1995).

6 Misrepresentations regarding the Firm’s financing structure and compensation scheme
7 also appear in the Retention Agreements, which provide that the “Law Firm will borrow money
8 against [the debtor-client’s] promise to pay from EZ Legal Fees, LLC[,]” and EZ Legal Fees
9 “will have a lien in the promised payments.” (Dkt. 22 at 7, 10).

10 Pursuant to 11 U.S.C. § 528(a)(1)(B), the retention agreements that My Arizona Lawyers
11 executes with its debtor-clients must “explain[] clearly and conspicuously the fees or charges for
12 . . . services, and the terms of payment[.]” Failure to comply with this provision of the Bankruptcy
13 Code may render any such agreements void and may subject the Firm to monetary liability. *See*
14 11 U.S.C. § 526(c).

15 In addition to the foregoing, if this Court finds that My Arizona Lawyers has intentionally
16 violated 11 U.S.C. § 526, which provision imposes restrictions on debt relief agencies including
17 the Firm, or has engaged in a clear and consistent pattern or practice of violating 11 U.S.C.
18 § 526, this Court may enjoin the violation or impose an appropriate civil penalty. 11 U.S.C.
19 § 526(c)(5).

20 With respect to the terms of the Financing Agreement with EZ Legal Fees, rather than
21 establishing a line of credit between EZ Legal Fees and the Firm, the Financing Agreement is a
22 “loan agreement” which creates a direct obligation between EZ Legal Fees and the debtor-client
23 of the Firm. (Dkt. 22 at 16). Although the debtor-client of the Firm receives no funds or direct
24 benefit from EZ Legal Fees, the Financing Agreement provides that the debtor-client “borrower”
25 “promise[s] to pay to [EZ Legal Fees] the Total of Payments stated above[.]” (Dkt. 22 at 16).

26 The Financing Agreement further provides: “You will be required to pay EZLegalFees
27 regardless of your dealings with MyAzLawyers.” (Dkt. 22 at 16). However, compensation paid
28

1 or agreed to be paid for legal services provided by a debtor’s attorney must be earned, reasonable,
2 and remains subject to disgorgement. 11 U.S.C. § 329(b); Fed R. Bankr. P. 2017.

3 In addition to the foregoing, the Financing Agreement contains default provisions that are
4 ambiguous at best,⁶ and provides that in the event of a default, “the unpaid balance shall begin to
5 accrue interest at the rate of 300% or the maximum rate allowed by law, whichever is greater . .
6 . . .” (Dkt. 22 at 18).

7 With respect to Ms. Kallen’s and My Arizona Lawyers’ involvement in the EZ Legal Fees
8 financing component, pursuant to Rule 1.8(a) of the Arizona Rules of Professional Conduct:

9 A lawyer shall not . . . knowingly acquire . . . [a] pecuniary interest
10 adverse to a client unless:

- 11 (1) The transaction and terms on which the lawyer acquires the
12 interest are fair and reasonable to the client and are fully disclosed
13 and transmitted in writing in a manner that can be reasonably
14 understood by the client;
15 (2) the client is advised in writing of the desirability of seeking and is
16 given a reasonable opportunity to seek the advice of independent
17 legal counsel on the transaction; and
18 (3) the client gives informed consent, in a writing signed by the client,
19 to the essential terms of the transaction and the lawyer’s role in the
20 transaction, including whether the lawyer is representing the client
21 in the transaction.

18 “Informed consent” can only be provided “after the lawyer has communicated adequate
19 information and explanation about the material risks of and reasonably available alternatives to
20 the proposed course of conduct.” E.R. 1.0(e), Ariz. R. Prof. Conduct. Certain conflicts cannot be
21 waived.⁷

22 With respect to the practices of Ms. Kallen, the Firm, and EZ Legal Fees, this Court “may
23 issue any order, process, or judgment that is necessary or appropriate to carry out the provisions
24

25 ⁶ Under the terms of the Financing Agreement, a “borrower” is in default if, among other things, “any of
26 the following things occur: appointment of a committee, receiver, or other custodian of any of your
27 property, or the commencement of a case under the U.S. Federal Bankruptcy Laws by or against you as
28 a debtor.” (Dkt. 22 at 17). All of the “borrowers” are Chapter 7 debtors in cases in which a Chapter 7
trustee is or has been appointed.

⁷ There are waiver provisions in the Retention Agreements, the last of which provides: “If a conflict
arises that is not able to be waived, Law Firm must withdraw from your case. You understand and waive
this conflict by signing this agreement.” (Dkt. 22 at 8).

1 of [the Bankruptcy Code] . . . [or] take[] any action or make[] any determination necessary or
2 appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.” **11**
3 **U.S.C. § 105(a)**. In addition, this Court has broad inherent authority to sanction bad-faith conduct
4 and abuse of the bankruptcy system. *E.g., In re Deville*, **280 B.R. 483, 495** (9th Cir. B.A.P. 2022),
5 *aff’d sub nom. In re Deville*, **361 F.3d 539** (9th Cir. 2004).

6 Based upon the foregoing;

7 **IT IS HEREBY ORDERED** that Ms. Kallen and My Arizona Lawyers shall appear
8 before this Court at a hearing on **May 15, 2024 at 11:00 a.m.** in courtroom 446 at the James A.
9 Walsh Courthouse, 38 South Scott Avenue, Tucson, Arizona 85701 to show cause as to why this
10 Court should not: (1) void all post-petition retention agreements between My Arizona Lawyers
11 and Chapter 7 debtors with open cases pending before this Court on the basis that they violate
12 the Bankruptcy Code and Local Rules for the United States Bankruptcy Court for the District of
13 Arizona; (2) order the disgorgement of all fees paid pursuant to or otherwise attributable to such
14 post-petition retention agreements; and/or (3) bar Ms. Kallen from practicing before this Court
15 given what appear to be extensive violations of the Bankruptcy Code, and given the structure and
16 conflicts of interest inherent in her Firm’s financing arrangement with EZ Legal Fees.

17 **IT IS FURTHER ORDERED** that EZ Legal Fees shall appear before this Court at the
18 same hearing on **May 15, 2024 at 11:00 a.m.** in courtroom 446 at the James A. Walsh
19 Courthouse, 38 South Scott Avenue, Tucson, Arizona 85701 to show cause as to why this Court
20 should not: (1) void all financing arrangements with EZ Legal Fees signed by Chapter 7 debtors
21 with open cases pending before this Court who are or were represented by My Arizona Lawyers
22 on the basis that it appears to this Court that EZ Legal Fees is engaged in bad faith lending
23 directed at Chapter 7 debtors in furtherance of an abuse of the bankruptcy system; and/or
24 (2) impose sanctions, as may be deemed appropriate.

25 **IT IS FURTHER ORDERED** that any responses to this Order to Show Cause shall be
26 filed by **5:00 p.m. on May 8, 2024**.

27 **IT IS FURTHER ORDERED** that the Clerk’s Office is directed to establish a
28 miscellaneous proceeding, captioned: “In re CHAPTER 7 FEES AND PRACTICES OF MY

1 ARIZONA LAWYERS, PLLC AND RELATED FINANCING AGREEMENTS WITH
2 EZLEGALFEES, LLC.”

3 **IT IS FURTHER ORDERED** that the Clerk of the Court shall docket this Order to Show
4 Cause in the cases listed on Exhibit A to this Order, in which pending cases My Arizona Lawyers
5 has disclosed the existence of bifurcated fee agreements with the Firm and a financing agreement
6 between the debtor(s) and EZ Legal Fees (the “Case List”).

7 **IT IS FURTHER ORDERED** that the Case List may be amended by further Order of
8 the Court.

9 **IT IS FURTHER ORDERED** that any filings pertaining to this Order to Show Cause
10 shall be filed in the Miscellaneous Proceeding, case number 4:24-mp-00003-BMW.

11 **IT IS FURTHER ORDERED** that the Clerk of the Court shall establish a notice list for
12 the Miscellaneous Proceeding using the names listed at the end of this Order, which list may be
13 amended, and which list, as amended, shall be used for BNC noticing (the “Established Notice
14 List”).

15 Debtors and other interested parties may appear at the May 15, 2024 hearing in-person in
16 courtroom 446 at the James A. Walsh Courthouse, 38 South Scott Avenue, Tucson, Arizona
17 85701, or remotely by videoconference or by teleconference.

18 Any interested parties that wish to appear by videoconference may appear
19 via <https://www.zoomgov.com/>, with hearing ID 160 713 3432 and passcode 933804.
20 Alternatively, interested parties may access the hearing using the following
21 link: [https://www.zoomgov.com/j/1607133432?pwd=UFcxVHAvVFBIemJ4V2ZyWWRjS0pE](https://www.zoomgov.com/j/1607133432?pwd=UFcxVHAvVFBIemJ4V2ZyWWRjS0pEZz09)
22 [Zz09](https://www.zoomgov.com/j/1607133432?pwd=UFcxVHAvVFBIemJ4V2ZyWWRjS0pEZz09). Detailed instructions for appearing by videoconference may be reviewed
23 at <https://azb.uscourts.gov/videoconference-hearing-guidelines>.

24 Any interested parties that wish to appear by teleconference may appear by calling
25 1.833.435.1820, and entering hearing ID 160 713 3432 and passcode 933804 when prompted.

26 **Ms. Kallen, My Arizona Lawyers, and EZ Legal Fees are to appear in-person, not**
27 **by videoconference or telephone.**

1 Please contact Courtroom Clerk Rebecca Volz, via email
2 at Rebecca_Volz@azb.uscourts.gov or via telephone at 520.202.7988, with any questions or
3 concerns regarding appearances.

4 **DATED AND SIGNED ABOVE.**

5
6 Notice to be sent through the Bankruptcy
7 Noticing Center (“BNC”) to the following
8 Established Notice List:

9 Candace Kallen
10 My Arizona Lawyers
11 1731 W Baseline Rd, Ste 101
12 Mesa, AZ 85202

13 My Arizona Lawyers, PLLC
14 c/o Candace Kallen, Statutory Agent
15 1731 W Baseline Rd, Ste 101
16 Mesa, AZ 85202

17 EZLegalFees, LLC
18 c/o Katherine Ward Kiesel, Statutory Agent
19 2705 S Alma School Rd, #2
20 Chandler, AZ 85286

21 U.S. Trustee
22 Office of the U.S. Trustee

23 All Debtors Listed on Exhibit B attached hereto

24 Jill H. Ford, Chapter 7 Trustee

25 Maureen Gaughan, Chapter 7 Trustee

26 Eric M. Haley, Chapter 7 Trustee

27 Stanley J. Kartchner, Chapter 7 Trustee

28 Brian J. Mullen, Chapter 7 Trustee

Trudy A. Nowak, Chapter 7 Trustee

David M. Reaves, Chapter 7 Trustee

EXHIBIT A

1
2 *In re Shaun Michael Thompson & Jessica Kaye Thompson* (4:24-bk-02394-BMW)
3 *In re Toni Lee Kleiner & Cheryl Ann Kleiner* (4:24-bk-02393-BMW)
4 *In re Patrick Allen Carender* (4:24-bk-02246-BMW)
5 *In re Christina J. Picken* (4:24-bk-02241-BMW)
6 *In re Melanie Amann* (4:24-bk-02046-BMW)
7 *In re Robert Anthony Reilly* (4:24-bk-01658-BMW)
8 *In re Joseph N. Fels* (4:24-bk-01517-BMW)
9 *In re Jalen Travon Thompson* (4:24-bk-01309-BMW)
10 *In re Salomon J. Granillo* (4:24-bk-00978-BMW)
11 *In re Chase Evan Smith* (4:24-bk-00683-BMW)
12 *In re Karen Lynn Espinoza* (4:24-bk-00624-BMW)
13 *In re Khristina Evelyn Franco-Myers* (4:24-bk-00533-BMW)
14 *In re Eric Stephen Sakonyi & Michelle Kristine Sakonyi* (4:24-bk-00444-BMW)
15 *In re Kathryn Margaret McGinnis* (4:24-bk-00410-BMW)
16 *In re Thomas Matthew Mitchell & Dorinda Mitchell* (4:24-bk-00243-BMW)
17 *In re Joshua Kraemer* (4:24-bk-00232-BMW)
18 *In re Salina E. Grajeda* (4:24-bk-00134-BMW)
19 *In re Jim Bob Dodson & Jan Camela Dodson* (4:24-bk-00088-BMW)
20 *In re Dylan Scott Ruby* (4:23-bk-08945-BMW)
21 *In re Lynissa Lashaer Coard* (4:23-bk-08838-BMW)
22 *In re Ricky Romo Badilla* (4:23-bk-08546-BMW)
23 *In re Maher H. Shuhaiber & Kifaya Zakaria Shuhaiber* (4:23-bk-08545-BMW)
24 *In re Teresa Ann Bilke* (4:23-bk-08502-BMW)
25 *In re Preston Joe Schaefer* (4:23-bk-08492-BMW)
26 *In re Autumn Michelle Nevarez* (4:23-bk-08416-BMW)
27 *In re Esteban Daniel Nava* (4:23-bk-08407-BMW)
28 *In re Renee E. Bouler* (4:23-bk-08362-BMW)
In re Sheena Monique Jones (4:23-bk-08266-BMW)
In re Dyjon Dante Primmer (4:23-bk-08079-BMW)
In re Kayla Irene Bierstedt (4:23-bk-07893-BMW)
In re Lisa Janette Price (4:23-bk-07398-BMW)
In re Jesus M. Canez & Debra A. Canez (4:23-bk-06514-BMW)
In re Carlos Abdiel Perdomo (4:23-bk-05877-BMW)
In re Gerald Lee Morts & Carol L. Morts (4:23-bk-05773-BMW)
In re Andrea Nicole Davis (4:23-bk-05109-BMW)
In re Armando D. Orantez (4:23-bk-04955-BMW)
In re Roger Dale Worley Jr, II (4:23-bk-03673-BMW)
In re Luchana Maria Thompson (4:23-bk-01958-BMW)

EXHIBIT B

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Shaun Michael Thompson
9555 E Shiloh St #3206
Tucson, AZ 85748

Jessica Kaye Thompson
9272 E 29th St
Tucson, AZ 85710

Toni Lee Kleiner
Cheryl Ann Kleiner
351 N Meridian Rd, Lot 62
Apache Junction, AZ 85120

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2300 W Ina Rd Apt 11201
Tucson, AZ 85741

Christina J. Picken
5353 E 22nd St Apt 1321
Tucson, AZ 85711

Melanie Amann
9960 E Banister Dr
Tucson, AZ 85730

Robert Anthony Reilly
5838 E 1st St
Tucson, AZ 85711

Joseph N. Fels
5441 N Swan Rd #302
Tucson, AZ 85718

Jalen Travon Thompson
117 S Picacho Heights Rd
Eloy, AZ 85131

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Marana, AZ 85653

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Tucson, AZ 85745

Jim Bob Dodson
Jan Camela Dodson
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San Tan Valley, AZ 85143

Dylan Scott Ruby
8100 N Tucson National Pl #100
Tucson, AZ 85741

1 Lynissa Lashaer Coard
16131 W Spur Bell Ln
2 Marana, AZ 85653
3
4 Ricky Romo Badilla
3055 N Flowing Wells #2141
Tucson, AZ 85705
5
6 Maher H. Shuhaiber
Kifaya Zakaria Shuhaiber
7 2761 W Bensbrook Pl
Tucson, AZ 85741
8
9 Teresa Ann Bilke
4873 W Bluebell Wy
10 Tucson, AZ 85742
11
12 Preston Joe Schaefer
625 S Power Rd #351
Mesa, AZ 85206
13
14 Autumn Michelle Nevarez
25538 S Blazed Ridge Rd
15 Tucson, AZ 85739
16
17 Esteban Daniel Nava
361 E Glenn St
Tucson, AZ 85705
18
19 Renee E. Boulter
10333 N Oracle Rd Apt 22107
20 Tucson, AZ 85737
21
22 Sheena Monique Jones
758 E Anastasia St
San Tan Valley, AZ 85140
23
24 Dyjon Dante Primmer
9580 E 33rd
25 Tucson, AZ 85748
26
27
28

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Arizona City, AZ 85123

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105 N Toscanini Ave Apt 315
Sierra Vista, AZ 85635

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