

## Disabled Man's Dream Home Ends Up A Foreclosure Nightmare

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### Complaints of contractor's use of funds

Two hundred thousand dollars, George stated, was set aside for Luzinski's building costs and to pay any subcontractors he used to complete the job.

Because the men had worked together in the past, including Luzinski selling a home to the Castros and performing satisfactory home improvements there, George trusted the builder would do the same for the dream home. The brothers, however, do not know what happened to the money and question Luzinski's use of the funds.

Eventually, the brothers had to hire contractors unaffiliated with Continental Partners to repair the damages. The builder initially placed a bid to construct the home, George noted, saying he expected Luzinski to work within a budget based on the \$200,000 set aside. At one point, he recalls giving \$50,000 cash to Luzinski for which

he did not obtain a receipt and cannot prove the transfer. Later, he received reports from various subcontractors who claimed they were never paid by Continental Partners. "What does that have to do with the Castros?" Luzinski's attorney, Art Pansing asked. "There's bad integrity here and it's the Castros. They didn't pay anybody for anything they got. They lived in a house they didn't pay for, for years."

The attorney acted as counsel for Continental Partners which, according to Secretary of State records, is no longer an active business. Pansing said he was unaware if the company had gone bankrupt and stated he no longer represents the company's interests. He could not, however, identify when he ceased serving as legal counsel. "I have no idea," he said. "You're hitting the wrong emphasis on this."

### Contractor now in business as Prime Builders

He is on record as the registering agent for Prime Builders, Inc., a differ-



Full view of the back of the Castro home built in 2006 by Continental Partners, LLC, a company no longer in business but previously owned by Dominique Luzinski who now now operates Prime Builders, Inc. based in Centennial. He referred all questions about the Castro's complaints of his shoddy work, misuse of funds, use of sub-standard materials, plumbing leaks and lack of payment to subcontractors, to his attorney Art Pansing.

All photos: Lens of Ansar

ent company that Luzinski now owns and operates out of Centennial but which Pansing seemed uncomfortable discussing anything about.

George, when informed of Pansing's comments, expressed how much they hurt his brother Luis who thought the lawyer and Luzinski were friends. "We didn't ask to live here free. They're trying to blame us," George said by phone this week, emphasizing that Luzinski promised a million dollar home would be built that the Castros could then sell for profit and afterward get an even nicer home. Several promises were never kept and because of the builder, George said, Luis' previously excellent credit is now ruined.

Despite Luzinski's requests for more money, the Castros decided enough was enough and refused to pay more. As a result, Continental sued them for the unpaid balance and the brothers counter-sued for the defective and unfinished work.

Luzinski referred all questions to his attorney and failed to respond to calls for additional information. Pansing said the Castros wanted much work done on the property but did not want to pay. "They owed a whole bunch of money and the contractor wasn't about to put more money into landscaping or anything else until he got paid," he said. "You're opening a sticky can here." He said the brothers were the "bad guy[s] in the equation" and added "if you're siding with [them], you're getting handed a load."

### Wrong address on deed

His reference is to the late 2008 foreclosure filing on the property, a story which could be classified as stranger than fiction. George explained that, after moving into the home, the brothers sent in their first house payment, an

amount over \$6000. In doing so, it came to light that the lender did not know what to do with the payment since the incorrect address was on record on the deed of trust. The Castros were told not to send any more payments until correction of the error. The deed on public file lists the house next door's address rather than the home where the brothers reside; an error that should have been caught by the title company but is, for the time being, what will permanently show on the deed. George said three months went by and because all correspondence delivery went to the home next door, the Castros never received any mail from the lender. Calls to NCB were unsuccessful as well, he added, and another three months passed before the mail delivery person, who had become acquainted with Luis, recognized his name on a letter and gave it directly to him. The piece of mail was a foreclosure notice from the lender.

That first foreclosure, George said, did not go through because of the bad address on record and because the title company had also failed to have him sign his own name on mortgage documents in addition to him signing, as power of attorney, for his brother. Meanwhile, the brothers secured legal representation from one attorney after another, who failed to provide much help or assistance. "They charged us thousands of dollars," he said, adding that mortgage payments, to this day, still have not been made due to the confusion and the many problems with the home.

Because of the lack of help received from lawyers, a friend recommended the Castros contact Lewis who had gained a positive reputation for assisting homeowners in foreclosure. Agreeing to work together, the Castros

signed paperwork to add the advocate on as a 50/50 partner in the property which then enabled him to go into court proceedings and speak on behalf of his vested interest. One of Lewis' first actions was to file a motion to vacate the sale order issued weeks before. As a result, the foreclosing attorney filed a motion to dismiss the case and contacted the Jefferson County Public Trustee's office to withdraw the foreclosure.

### Castros & Lewis "kicked out" of court; police dog used to intimidate

A second foreclosure proceeding took place in early 2009 and Lewis called attention to the incorrect address on the deed and noted that all owners must sign any documents related to the property. Court filings to that point only listed Luis and not his brother. In March 2009, the Castros, including George's wife and children, and Lewis appeared in court for a Rule 120 hearing at which a judge took into consideration George's petition objecting to the foreclosure action. Court records state that "another individual" filed a motion that day to intervene in the matter but the judge ruled against it. The un-named party was Lewis and he and the Castros recalled how it seemed the court prepared in advance for his presence that day. They remember six uniformed police officers, one with a police dog at his side, posted around the courtroom; the one with the dog standing right next to Lewis when he attempted to make the case that he should be allowed to speak as a co-owner of the property. The court record states that after the Castros refused to answer further questions, they "left the courtroom." The property owners, however, recall that the hearing ended on a different note.

"They kicked us out, like we were criminals," Luis said, while George indicated the degree to which he felt insulted at the presence of a police dog and several officers called in as though he and his young children and family members posed a threat.

The judge, however, went on to issue a surprising ruling: that foreclosure could take place on the property address listed on record, the house next door, but not on the Castro's home, "that property being nowhere referenced on the subject deed of trust or associated promissory notes, the court enters no orders concerning that property."

(To be continued next week)

(Related articles: "Foreclosure Advocate in 'Dogfight' With AG's Office, DWN 02/10/11)



Sherron Lewis (l) looks on as George Castro points out the 2 flights of stairs that descend off the back deck of the Arvada home he shares with brother Luis (not pictured). The latter is a quadriplegic who bought the home for nearly \$800,000 expecting that hand-capped-accessible features would fill the residence. As shown, no ramps were built to enable him to enjoy the deck or backyard area or to help him enter and exit the home easily. The house, in an upscale area surrounded by million dollar homes, had several other defects and even has the wrong address entered on the deed of trust.