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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT AT JUNEAU

S & S DEVELOPMENT, LLC and MARLENE
 SCHNEIDER,

Plaintiffs,

v.

DURAN CONSTRUCTION COMPANY, LLC,
 JOSETTE DURAN, and MARCIANO DURAN,

Defendants.

Case No. 1JU-26-_____ CI

1JU-26-01003CI

COMPLAINT

Plaintiffs S & S Development, LLC (“S&S”) and Marlene Schneider (“Marlene”) file this Complaint against Defendants Duran Construction Company, LLC (“Duran Construction”), Josette Duran (“Josette”), and Marciano Duran (“Marciano”) and allege as follows:

INTRODUCTION

1. This action arises from the misconduct of Josette, the long-time property manager of the Switzer Village Mobile Home Park in Juneau, Alaska (the “Park”), and her diversion of Park property and funds to Duran Construction, an entity affiliated with Josette, Marciano, and their family.

2. Entrusted with the management of S&S's property and operations, Josette instead treated the Park as a source of money, labor, materials, and assets for Duran Construction and for members of her family. Among other things, Josette purported to sell multiple Park-owned mobile homes to Duran Construction without authority and without payment to S&S; used Park funds, credit, fuel, and work crews to benefit Duran Construction projects; paid herself far more than her agreed compensation; and, on the transition of management, withheld titles, records, keys, and other Park property.

3. Separately, since the early 1990s, Marlene and her late husband, Charles "Charlie" Schneider ("Charlie"), lent millions of dollars to Josette, Marciano, and Duran Construction. The Durans repaid some of the earlier, secured loans but, after Charlie's death in 2011, borrowed increasingly larger sums without security and largely stopped repaying. More than \$7 million remains unpaid. Josette has acknowledged in writing that the loans are owed and must be repaid.

4. Reserving the right to amend after accessing corporate records and materials Josette has retained and refused to produce, Plaintiffs bring claims for conversion, breach of contract, breach of fiduciary duty, unjust enrichment, and an accounting, and seek damages, restitution, repayment of the loans, the return of property, and related relief.

PARTIES, JURISDICTION, AND VENUE

All allegations set forth above are incorporated herein to the same extent as if fully set forth.

5. Plaintiff S&S is an Alaska limited liability company that owns the Park, several units, and all spaces within it, including the mobile homes identified below as

Units 58, 145, and 161. S&S is owned by three entities held by the family of Charlie and Marlene, of which Josette is a member.

6. Plaintiff Marlene is an individual residing in Juneau, Alaska. She and her late husband, Charlie, made the loans to the Defendants described below.

7. Defendant Duran Construction is an Alaska limited liability company that conducts business in Juneau, Alaska; that received property, funds, labor, and other benefits belonging to S&S; and that is a borrower or co-borrower on certain of the loans described below.

8. Defendant Marciano is an individual who, at all relevant times, resided in and conducted business in Juneau, Alaska; is the sole owner and manager of Duran Construction; and is a co-borrower on certain of the loans described below.

9. Defendant Josette is an individual who, at all relevant times, resided in and conducted business in Juneau, Alaska; who served as the contracted manager of the Park; and who is a borrower on the loans described below.

10. The events underlying the allegations set forth in this Complaint occurred in the First Judicial District within the State of Alaska.

11. Jurisdiction and venue over the matters which are set forth herein reside in the Superior Court for the State of Alaska, First Judicial District, at Juneau.

FACTUAL BACKGROUND

All allegations set forth above are incorporated herein to the same extent as if fully set forth.

12. S&S owns the Park, a mobile home community in Juneau serving hundreds of residents.

13. Following the death of S&S's founder and principal, Charles Schneider, in 2011, Josette assumed oversight of Park operations, and in 2012 she became the full-time manager of the Park.

14. As manager, Josette was responsible for operating the Park, collecting and accounting for Park revenues, paying Park obligations, maintaining Park property, and safeguarding Park assets and records.

15. Josette's agreed-upon compensation as manager was a salary equal to 8 percent of the Park's gross income.

16. Recently, S&S's ownership's increasing concerns about Josette's lack of transparency in her role as manager resulted in her termination from her position in June 2026.

17. Following Josette's departure from the Park, it has become increasingly apparent that Josette used her position as manager of the Park to benefit herself, her family, and her family's construction company, Duran Construction, to the detriment of the Park. The following are but a few non-exhaustive examples, and S&S requires further corporate records and information within the sole possession and control of the Defendants — which they have refused to provide — to fully understand the scope of the Defendants' conduct.

DIVERSION OF PARK FUNDS, LABOR, MATERIALS, AND EQUIPMENT TO DURAN CONSTRUCTION AND FAMILY PROJECTS

18. Over the course of her management, Josette repeatedly used S&S's and the Park's funds, credit, labor, fuel, and other resources for the benefit of Duran Construction, herself, and members of her family, rather than for the Park. All of the examples below are based upon S&S's knowledge and belief.

19. Josette advanced over \$120,000 on or around 2018-2020 to her husband, Marciano, for trailers he was remodeling, and used Park funds — including charges to a Home Depot credit account and payments to local vendors — to complete Duran Construction projects.

20. Josette caused the Park to purchase a mobile home for her son and to advance him funds for its remodel, charged almost \$20,000 for expenses to the Park's accounts, and permitted a family member to occupy a Park unit without paying space rent.

21. Josette caused the Park to pay Duran Construction approximately \$90,000 for sewer and water repair and approximately \$140,000 for tree removal, and to pay Duran Construction to demolish trailers, for work that was not performed, among many other examples of paid work never performed or incomplete.

22. Josette used Park work crews for more than twenty hours per week on Duran Construction jobs, paying those crews with Park funds, and used the Park's account to purchase diesel fuel for Duran-owned fuel tanks from 2012 through 2026.

23. Josette used tenant operation funds to fund an owner distribution, transferring approximately more than \$33,000 on or about April 24, 2025.

24. Josette caused the Park to purchase old, inoperable equipment, including a grader and a “man-lift” from Duran Construction, and stored Duran Construction's equipment in the Park's storage area.

25. Over time, Josette has written hundreds of thousands of dollars in checks to Duran Construction. And over a two-year period in 2019-2020, Josette issued thirteen checks to Duran Construction in intervals of \$5-10,000 with nothing in the memorandum

field. Without further information or ability to review records, these payments are unsupported by any consideration to S&S.

26. S&S has since discovered its Home Depot and Visa expenditures had increased ten-fold over a short time period without appreciable benefit to the Park.

27. Josette has additionally paid her personal attorneys' fees with Park funds.

UNAUTHORIZED TRANSFER OF PROPERTY TO DURAN CONSTRUCTION

28. Josette herself, as a contracted manager, was not an owner of the Park. She had no authority to sell, transfer, or otherwise dispose of Park property, and was granted no authority to represent the owners in the sale of Park property.

29. In 2019 and 2020, S&S owned several mobile home units, acquired through abandonment or owner agreement, that were in need of repair. Josette hired Duran Construction to renovate them and advanced it \$120,000 to do so.

30. Notwithstanding S&S's ownership and her lack of any authority to do so, instead of retaining S&S's ownership in the units, Josette then purported to sell three of the units to Duran Construction for \$40,000 each. This transaction was allegedly memorialized by a bill of sale dated December 10, 2024, issued to Duran Construction and only produced to the S&S owners in 2026.

31. At no time has S&S ever been presented with any project or materials invoices documenting Duran Construction's work on the units, and requests to have them produced have been refused.

32. The Bill of Sale was issued before any payment was made to S&S, contrary to the ordinary practice of delivering a bill of sale only after full payment is received.

33. Duran Construction has not paid S&S the agreed value for any of the units. S&S has been deprived of both the unit and its value.

34. Upon information and belief, Duran Construction is attempting to sell these units with Duran Construction as the listed current owner, despite S&S having never authorized the sale of the units to it, nor having received any consideration for them.

JOSETTE'S SELF-PAYMENT AND FAILURE TO PERFORM MANAGEMENT DUTIES

35. It appears that Josette paid herself compensation well above the agreed-upon percent of gross income, taking between approximately \$150,000 and \$190,000 per year over approximately fourteen years.

36. Josette caused owner distributions to be prioritized, leaving the Park unable to meet its obligations, and repeatedly skipped payments to the City and Borough of Juneau ("CBJ") for water and sewer service, allowing a balance of approximately \$138,000 to accrue and bringing the Park within approximately 48 hours of a utility shut-off affecting 289 families and spaces in February 2026.

37. Josette additionally allowed the Park's tax filings to fall behind and allowed the Park to fall into severe physical disrepair.

38. Josette knowingly undertook these actions despite S&S being a family business, the ongoing concern of which is of great significance to her siblings and mother.

WITHHOLDING OF PARK PROPERTY AND RECORDS

39. The refusal to produce any records relating to the renovations is consistent with Josette's conduct generally. On the transition of Park management, Josette refused to turn over Park property in her possession, including payable, receivable, and payroll files; keys to Park units; usernames and passwords for Park accounts; titles to vacant, abandoned, and Park-owned units; and office furniture and filing cabinets.

40. Josette removed a hard drive containing more than twenty years of Park records from a Park computer and deleted the contents of three Park email accounts.

41. Josette has further refused to provide access to Park credit-card statements and invoices until August 2026 and has refused to share statements for the personal card she used for reimbursed Park charges.

42. Without access to its corporate records, Josette has deprived the owners of S&S of its ability to meaningfully assess the scope of Josette's misconduct.

SCHNEIDER LOANS TO THE DURANS

43. Beginning in the early 1990s, Marlene and her late husband Charlie, individually or through trust, made numerous loans of money to Josette, Marciano, and Duran Construction, principally to fund their real-estate development and construction projects.

44. While Charlie was alive, the loans were generally secured by promissory notes, and the Durans made payments. After Charlie's death in 2011, the borrowing increased, was largely made without securing documents, and the payments substantially decreased.

45. The loans included, among others: a \$750,000 loan in 2009 to Duran Construction to develop Vista Del Sol, on which no payments were made; a further \$750,000 loan to Duran Construction in 2013, secured by a deed of trust, on which the Durans paid nothing; and a series of later, largely unsecured “short-term” loans.

46. In 2009, Marlene and Charlie also encumbered their home and a \$160,000 certificate of deposit to obtain a \$750,000 line of credit at Northrim Bank for the Durans, which the Durans were to repay. Marlene was forced to make payments totaling over \$600,000 on that line of credit to avoid losing her home, and ultimately paid it off herself, including a final payment of \$40,108.37 in February 2025.

47. Between March 2, 2024 and June 17, 2025, Marlene advanced the Durans and Duran Construction approximately \$949,000 in short-term loans, documented by checks bearing the memo “Short Term Loan,” none of which was secured by a deed of trust or promissory note or included a maturity date. The Durans signed a Confession of Judgment addressing this debt, along with a \$525,000 check for “Northland” property.

48. As of May 2026, more than \$7 million in outstanding loans to the Durans and Duran Construction remain unpaid.

49. Following a 2017 family meeting, a repayment plan was prepared under which the Durans were to repay \$2.1 million. The Durans made approximately six payments totaling \$115,473.69 and then stopped making payments.

50. By letter dated April 22, 2026, Josette acknowledged in writing that she understands she needs to repay the loans and is committed to doing so, expressed a willingness to sell property to repay them, and confirmed that “[s]ome of these loans also involve Marciano and Duran Construction as co-borrowers.”

51. Despite demand and their written acknowledgment of the debt, Defendants have failed and refused to repay the outstanding loans or to sell properties used as collateral.

CAUSES OF ACTION

All allegations set forth above are incorporated herein to the same extent as if fully set forth. The Plaintiffs make these allegations as follows:

COUNT I — CONVERSION

(By S&S against Josette and Duran Construction for the Mobile Home Units)

52. Plaintiffs incorporate the preceding paragraphs by reference.

53. S&S had a possessory interest in and the right to possession of several mobile home units – specifically, Units 34, 58, 145, and 161.

54. The Defendants intentionally interfered with S&S's right to possess these units by purporting to transfer them to Duran Construction, without authority and without payment to S&S, by means of the Bill of Sale dated December 10, 2024. Duran Construction intentionally interfered with S&S's right to possess the units by taking and retaining possession of them under that transfer.

55. Defendants' acts were the legal cause of S&S's loss of the units and their value.

56. As a direct and proximate result, S&S has been damaged in an amount to be proven at trial, including the value of the units.

COUNT II — CONVERSION

(By S&S against Josette and Duran Construction for Park funds, materials, equipment, and records)

57. Plaintiffs incorporate the preceding paragraphs by reference.

58. S&S had and has a possessory interest in and the right to possession of its funds, credit, fuel, materials, equipment, security-deposit monies, titles, files, records, and other property described above.

59. Josette intentionally interfered with S&S's right to possess that property by diverting Park funds, fuel, materials, labor, and equipment to Duran Construction, herself, and family members; by applying operating funds to an owner distribution; and by taking and withholding Park titles, files, records, and other property. Duran Construction intentionally interfered with S&S's right to possess that property by receiving and retaining the funds, materials, equipment, and other benefits diverted to it.

60. Defendants' acts were the legal cause of S&S's loss of that property.

61. As a direct and proximate result, S&S has been damaged in an amount to be proven at trial.

COUNT III — BREACH OF CONTRACT
(By S&S against Josette Duran for her Park Management)

63. Plaintiffs incorporate the preceding paragraphs by reference.

64. S&S and Josette entered into an agreement under which Josette would manage the Park in exchange for compensation equal to 8% of the Park's gross income.

65. Josette breached that agreement by paying herself compensation well in excess of the agreed 8% of gross income; by diverting Park funds, labor, materials, and assets to Duran Construction, herself, and family members; by failing to pay Park obligations, including amounts owed to CBJ; by failing to file Park tax returns and issue required tax forms; by failing to maintain the Park; and by failing to account for and turn over Park funds, property, and records.

66. As a direct and proximate result of Josette's breaches, S&S has been damaged in an amount to be proven at trial.

**COUNT IV — BREACH OF FIDUCIARY DUTY
(By S&S against Josette Duran)**

67. Plaintiffs incorporate the preceding paragraphs by reference.

68. As the manager entrusted with operating the Park and safeguarding its funds, property, and records, Josette stood in a relationship of trust and confidence with S&S and owed S&S fiduciary duties, including duties of good faith and loyalty, a duty to avoid self-dealing and interests antagonistic to S&S, and a duty of full, fair, and timely disclosure.

69. Josette breached those duties by transferring Park property to Duran Construction without authority; by diverting Park funds, labor, materials, and equipment to Duran Construction, herself, and family members; by self-dealing and preferring the interests of Duran Construction and her family over those of S&S; by overpaying herself; by concealing and failing to disclose material information about Park finances and transactions; and by removing, deleting, and withholding Park records and property.

70. As a direct and proximate result of Josette's breaches of fiduciary duty, S&S has been damaged in an amount to be proven at trial, and Josette should be required to disgorge the benefits she wrongfully obtained.

**COUNT V — UNJUST ENRICHMENT
(By S&S against all Defendants, pleaded in the alternative)**

71. Plaintiffs incorporate the preceding paragraphs by reference.

72. In the alternative to conversion or breach of contract, the Defendants derived benefits from S&S, including mobile home units, Park funds, fuel, materials, labor, equipment, and payments for work that was not performed.

73. Defendants appreciated those benefits.

74. Under the circumstances alleged, it would be inequitable for Defendants to retain those benefits without paying S&S their value.

75. S&S is entitled to restitution of the value of the benefits conferred, in an amount to be proven at trial.

COUNT VI — ACCOUNTING
(By S&S against Josette Duran)

76. Plaintiffs incorporate the preceding paragraphs by reference.

77. As the Park's manager, Josette received, controlled, and disbursed Park funds and property and maintained the Park's financial records, and she has withheld and destroyed records necessary to determine the amounts received, disbursed, and owed.

78. The amounts owed to S&S cannot be ascertained without an accounting of Josette's management of the Park, including all Park funds received and disbursed, all compensation and distributions taken, and all Park property transferred.

79. S&S is entitled to a full accounting of Josette's management of the Park.

COUNT VII – BREACH OF CONTRACT
(By Marlene Schneider against Josette Duran, Marciano Duran, and Duran Construction for Unpaid Loans)

80. Plaintiffs incorporate the preceding paragraphs by reference.

81. Marlene (together with her late husband Charlie) and Defendants entered into a series of loan agreements, including loans memorialized by promissory notes,

under which Marlene advanced funds to Josette, Marciano, and Duran Construction and Defendants promised to repay those funds.

82. Defendants breached those agreements by failing to repay the loans when due and by failing to repay them despite demand.

83. Josette, Marciano, and Duran Construction are each borrowers or co-borrowers on the loans and are jointly and severally liable for their repayment.

84. As a direct and proximate result of Defendants' breaches, Marlene has been damaged in the amount of the unpaid principal, together with interest, in an amount to be proven at trial but in excess of \$7 million.

**COUNT VIII — BREACH OF THE 2017 REPAYMENT AGREEMENT
(By Marlene Schneider against Josette Duran, Marciano Duran, and Duran
Construction)**

85. Plaintiffs incorporate the preceding paragraphs by reference.

86. In 2017, Defendants agreed to a repayment plan under which they would repay \$2.1 million of the amounts they owed Marlene.

87. Defendants breached that agreement by making only approximately six payments, totaling \$115,473.69, and then ceasing payment.

88. As a direct and proximate result, Marlene has been damaged in an amount to be proven at trial.

**COUNT IX — MONEY LENT / UNJUST ENRICHMENT
(By Marlene Schneider against Josette Duran, Marciano Duran, and Duran
Construction, pleaded in the alternative)**

89. Plaintiffs incorporate the preceding paragraphs by reference.

90. Marlene conferred benefits upon Defendants by lending them money and by paying obligations on their behalf, including payments on the Northrim line of credit.

91. Defendants appreciated those benefits and accepted and retained them.

92. Under the circumstances alleged, it would be inequitable for Defendants to retain the benefit of the loaned and advanced funds without repaying their value to Marlene.

93. Marlene is entitled to restitution of the value of the funds lent and advanced, in an amount to be proven at trial.

COUNT X — ACCOUNTING
(By Marlene Schneider against Josette Duran, Marciano Duran, and Duran Construction)

94. Plaintiffs incorporate the preceding paragraphs by reference.

95. Given the many years of loans, partial repayments, and advances among Marlene and Defendants, and Defendants' acknowledged obligation to repay, the precise amount owed can be fully determined only through an accounting.

96. Marlene is entitled to an accounting of all loans and advances made to Defendants, all payments made by Defendants, and the resulting balance due.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against Defendants as follows:

1. For return of Units 58, 145, and 161 to S&S or, in the alternative, their full value;

2. For compensatory damages in an amount to be proven at trial on Counts I

through IV;

3. For restitution and disgorgement of the funds, property, and other benefits wrongfully diverted to or retained by Defendants;

4. For a full accounting of Josette's management of the Park;

5. For judgment in favor of Marlene against Josette, Marciano, and Duran Construction, jointly and severally, for the unpaid loan amounts, in an amount to be proven at trial but in excess of \$7 million, together with interest;

6. For restitution to Marlene of the value of the funds lent and advanced to Defendants;

7. For an accounting of all loans, advances, and repayments between Marlene and Defendants;

8. For an order to turn over all S&S materials and office files, including but not limited to documents and equipment, any hard drives, QuickBooks, payables, receivables, payroll, titles to all units, snow credit information, keys, and access to Visa information;

9. For the return of items appropriated from the Park;

10. For punitive damages against Defendants as permitted by law for their intentional and wrongful conduct;

11. For pre-judgment and post-judgment interest as allowed by law;

12. For S&S's costs and attorneys' fees as allowed by law; and

13. For such other and further relief as the Court deems just and proper.

DATED this 7th day of October, 2026.

BIRCH HORTON BITTNER & CHEROT
Attorneys for S & S Development, LLC and Marlene Schneider

By: /s/ Mara E. Michaletz
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Alaska Trial Courts

Certificate of Distribution

Case Number: 1JU-26-01003CI

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