

2024 JUN -3 PM 4:19

1 **TOM BARRS**  
PO BOX 14122  
2 SCOTTSDALE, AZ 85267  
TELEPHONE (602) 684-0544  
3 *Petitioner-Appellant, Pro Per*

4 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
5 **IN AND FOR THE COUNTY OF MARICOPA**

6  
7 In the Matter of

8 TOM BARRS

Petitioner/Appellant,

9 vs.

10 DESERT RANCH HOMEOWNERS'  
11 ASSOCIATION,

12 Respondent/Appellee.

No. LC 2023-<sup>000179</sup>~~00179~~-DT

**APPELLANT'S REPLY TO  
APPELLEE'S OBJECTION TO  
ATTORNEYS' FEES AND  
TAXATION OF COSTS**

OAH Nos. 22F-H2222050-REL  
22F-H2222054-REL

Agency Case Nos. HO22-22050  
HO22-22054

14  
15 Barrs received the Desert Ranch HOA's (Herein "*Association*") 103-page filing on  
16 April 30, 2024 and offers the following response.<sup>1</sup> The Association does not appear to  
17 take issue with some of the costs, but does present some arguments against other fees.  
18 The arguments are addressed and refuted herein. While arguments of reasonability of  
19 costs and fees may be appropriate, Barrs believes arguments against recovery of fees  
20 and cost altogether should have been made in a reply brief to Appellant's Opening  
21 Brief.<sup>2</sup>

22  
23 <sup>1</sup> Processing and reviewing over 100 pages of documents in a few short days is  
24 insufficient to adequately provide objection to records being submitted by Appellee. It is  
25 impossible for Barrs to reasonably refute every claim made by the Association with the  
26 short response time. The response is therefore, primarily focused on areas that Barrs  
believes are most related to the request for fees and costs. Some of the documents  
presented by Appellee are privileged settlement records for which express written  
permission was never granted.

27 <sup>2</sup> Ariz. R. Civ. App. P. 21(a)(3) – "*Opposition. A party opposing a claim of attorneys'*  
28 *fees noticed in an opening or an answering brief on appeal must do so in an answering*  
*or a reply brief...*"

1 **NO OBJECTIONS BY APPELLEE TO COSTS FOR TRANSCRIPT & MAILED**  
2 **COPIES:**

3 The Association's response does not contain any objections to the reimbursement  
4 of costs for transcription of the record (\$1,253.39) or for the mailed copies of records  
5 (\$27.18). Barrs was under the impression that the transcript was court ordered in the  
6 minute entry dated 5/30/2023 when it declared, "IT IS FURTHER ORDERED that  
7 Appellant shall order and make arrangements to pay for the preparation of pertinent  
8 portions of the record as required by A.R.S. § 12-904(B)."

9  
10 **NO OBJECTION BY APPELLEE TO THE \$500 ADRE FILING FEE**

11 The Association's response does not object to the \$500 ADRE filing fee.<sup>3</sup>

12  
13 **THE ASSOCIATION MAKES PETTY OBJECTION TO CLERK'S FEE**  
14 **COSTS:**

15 The Association makes objection to the Clerk's fee of \$333.00 in that they  
16 supposedly do not believe the appeal should have been filed. This is a petty objection.  
17 Barrs was faced with a fast approaching deadline to file his appeal. After spending long  
18 hours researching the process, he tendered this \$333.00 filing fee in good faith  
19 expecting a resolution to the matter of some form. At the time of filing, no formal  
20 settlements negotiations had begun between Barrs and the Association. Various new  
21 board members had expressed settlement talks to be an avenue that they would like to  
22 consider, but no framework had been set; therefore, it would have been irresponsible for  
23 Barrs to have forgone his timely appeal without any written assurance. In hindsight, no  
24 written resolution was able to be reached proving that Barrs made the right decision.

25 The Association's claim to having provided the Membership Roster "At some  
26 point between the election and the Appeal" is unsubstantiated and inaccurate. The new  
27 board was still attempting to secure a copy of the roster from the old board and

28 

---

<sup>3</sup> See Rebuttal to Argument #5 in this reply

1 management company after the transition.<sup>4</sup> There was even various infighting between  
2 board members<sup>5</sup>, since Nan Wickman initially wanted exclusive rights to the document.  
3 Therefore, Barrs was not given access as claimed.

4 The Association's claim that there was "No discussion of the Appeal" on  
5 5/24/2023 is not entirely accurate. Secretary Dryden forwarded a copy of the Notice of  
6 Appeal to all members of the board of directors on 5/24/2023.<sup>6</sup>

7  
8 **REBUTTAL TO OBJECTION #1 TO FEES – SETTLEMENT OFFERS:**

9 The Association argues that the fees should be denied based upon lack of  
10 settlement offer acceptance. However, Barrs is not required to accept a bad settlement  
11 offer. The Association argues that "ARS 12-341.01(a) applies" and presents their  
12 September 8, 2023 offer as being their best offer. That statute declares that,

13 *"If a written settlement offer is rejected and the judgment finally obtained is*  
14 *equal to or more favorable to the offeror than an offer made in writing to settle*  
15 *any contested action arising out of a contract, the offeror is deemed to be the*  
16 *successful party from the date of the offer and the court may award the*  
17 *successful party reasonable attorney fees."*

18 This objection by the Association should have been made in a reply brief to  
19 Barrs' opening brief. Instead, the Association chose not to file any brief. Nevertheless,  
20 even if the reasonableness of the Association's offer was to be examined, it would show  
21 that the September 8, 2023 offer is less favorable in many aspects.

22 As of the date of their September 8, 2023 offer, Barrs had already accrued over  
23 \$5,500 in costs and fees; including over \$1,800 in appeals costs, \$1716 in legal fees to  
24 draft the stipulation, and \$2,000 in ADRE fees. The proposal put forward by the board  
25 only offered \$2,000 to cover the 4 ADRE fees and crossed out all declaratory relief and

26 \_\_\_\_\_  
27 <sup>4</sup> See email to AAM dated 5/16/2023

28 <sup>5</sup> See 4/30/23 email from Board member Susan Klinefelter

<sup>6</sup> See email dated 5/24/2023 titled Notice of Appeal of Administrative Decision - LC2023-000179-001

1 entirely removed the stipulation of facts that the board had previously agreed to review  
2 and negotiate upon. The purpose Barrs filed his appeal was to, among other things,  
3 obtain access to and ensure future access to a roster which had been denied by the lower  
4 court ruling.<sup>6</sup> The proposal also crossed out the clause under section 10.4 that stated all  
5 parties,

6       *“...have taken all actions and obtained all authorizations, consents and*  
7       *approvals as are conditions precedent to their authority to execute this*  
8       *Agreement and thus warrant that they are fully authorized to bind the Party for*  
9       *which they execute this Agreement.”*

10 If the board was unwilling to offer assurance that they were authorized to enter the  
11 agreement, there would be no valid settlement. This offer did not seem to be made in  
12 good faith. When compared with the April 4, 2024 ruling, this offer lacks declaratory  
13 relief, lacks injunctive relief, and lacks the fees and cost accrued by Barrs at the date of  
14 the offer. It was a bad offer and as such Barrs had no obligation to accept it.

15       It seemed to Barrs that throughout the process, the board was making empty  
16 promises that would look good at face value in order to establish a paper trail. While  
17 they would write emails with grandiose promises, they would back away from the  
18 promise when it came to formalizing the terms.

19  
20 **MORE FAVORABLE OFFER REFUSED BY DESERT RANCH HOA:**

21       Barrs made two favorable proposals on two separate occasions. One on  
22 September 21, 2023 and another on December 17, 2023. The September proposal would  
23 have cost the Association \$245 but was immediately rejected by the board. The  
24 December offer would have cost the Association \$0.00 but was rejected based on  
25 board's unwillingness to have case remanded to reflect that roster was not to be  
26 withheld. The board also did not want to offer any assurance that the roster would be  
27 provided to all members.

28 \_\_\_\_\_  
<sup>6</sup> Barrs' initial appeal also involved 3 additional petitions

1  
2 The offer proposed by Barrs on September 21, 2023 would have at worst case  
3 cost the Association \$2,245, and would have relieved the board of any need to  
4 make their own determination of the facts. In fact, Barrs had offered to donate  
5 \$2,000 in filing fees back to the Association even if he successfully convinced  
6 the ALJ upon remand. Therefore, **this offer most likely would have only cost**  
7 **the Association maximum \$245.**

8 **Barrs' offer made on December 17, 2023 would have cost the Association**  
9 **\$0.00** as long as the agreement was adhered to by future boards. The only reason  
10 Barrs can think the Association would not want this offer is because the  
11 Association had no intention to follow the agreement in the future. This is yet  
12 another reason why civil penalties as part of the injunctive relief requested may  
13 be appropriate in order to document for future board's that this ruling should be  
14 followed. After all, what lead to this matter was the board and management  
15 company's refusal to comply with known state statutes and community  
16 documents.

17 **REBUTTAL TO OBJECTIONS #2A & 2B TO FEES:**

18 There are two attorney fee invoices<sup>7</sup> for services rendered by separate firms  
19 during the timeframe and related to different portions of limited scope review for the  
20 establishment of a just claim (5/23/2023 – 4/4/2024).

21 **(2a) Dessauls Law Group - Invoice #37248 from 8/8/2023-8/16/2023 for**  
22 **\$1,716.** The Association argues that these attorney's fees are not valid because they  
23 occurred during the "stay period." The Association does not provide any statute  
24 forbidding Barrs from seeking legal services during the stay period. These were the fees  
25 that Barrs sought the Board's blessing for in moving forward with having a Stipulation  
26 to remand drafted during the stay period in July of 2023. The board agreed.

27 \_\_\_\_\_  
28 <sup>7</sup> See reattached Dessauls Law Group Invoice#37248 and Burch & Cracchiolo, P.A.  
Invoice #394918

1 The majority of the work was performed at the lesser rate of \$240/hr as opposed  
2 to the rate of \$420/hr. The invoice has descriptions for services of “no charge” redacted.

3  
4 **(2b) Burch & Cracchiolo, P.A. – Invoice #394918 from 10/20/2023-**

5 **11/02/2023.** The Association points out that there was no invoice “from Burch &  
6 Cracchiolo, P.A. dated November 2, 2023” (emphasis added). This was a typo in the  
7 statement of costs and fees and should have read, invoice dated “November 10, 2023.”  
8 The copy of the November 10, 2023 Invoice#394918 that was provided states that it is  
9 for “RE: LC2023-000179-001 Limited Scope Representation” and shows the hours and  
10 amounts billed at the bottom of the third page of the invoice. Burch & Cracchiolo did  
11 not charge for \$5,895.00 worth of fees from 9/20/2023-10/20/2023. This seems like a  
12 generous discount. For individual description of services listed as NO CHARGE, the  
13 descriptions were partially redacted as there is nothing to review. All other descriptions,  
14 dates, times, attorney names, etc. are fully listed. The snapshot from the last page of the  
15 invoice<sup>8</sup> shows that the last service billed for this invoice was dated 11/02/23 even  
16 though Barrs is technically entitled to fees billed up to the date of the ruling.

17 11/02/23 DDM Review last draft brief in preparation for call; telecon with Barrs re supporting 1.70  
facts with record cites, considering issues to pursue, reorganizing brief, etc.

18 **SUMMARY OF PROFESSIONAL SERVICES**

19

Name	Rate	Hours	Amount	N/C Hr	N/C \$
Aaron M. Duell	280.00	8.00	2,240.00	.00	.00
Daryl Manhart	450.00	7.20	3,240.00	13.10	5,895.00
<b>TOTALS</b>		<b>15.20</b>	<b>\$ 5,480.00</b>	<b>13.10</b>	<b>\$ 5,895.00</b>

20

21

<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 5,480.00</b>
<b>TOTAL THIS INVOICE</b>	<b>\$ 5,480.00</b>
Unapplied Cash Applied	<u>\$ -1,000.00</u>
<b>BALANCE DUE THIS INVOICE</b>	<b>\$ 4,480.00</b>

22  
23  
24

25  
26 Barrs believes that the fees billed by Burch & Cracchiolo, P.A. seem reasonable  
27 and should be reimbursed.

28 <sup>8</sup> See reattached Burch & Cracchiolo, P.A. Invoice #394918 dated November 10, 2023

1 **REBUTTAL TO APPELLEE’S ARGUMENT #3**

2 The Association accuses Barrs of “not acting in good faith” for having  
3 “continued his Appeal,” “paying the initial filing fee” and “approach[ing] The Board  
4 with his desire to settle.” Because of the fast moving pace of the appeals process, Barrs  
5 paid the filing fee so as not to lose his right to appeal the matter. At the time that the  
6 Appeal was filed, there were 4 Petitions at issue for a variety of reasons. Throughout the  
7 course of the appeal and settlement, the parties were unfortunately never able to come to  
8 a meaningful resolution that would ensure access to the record. Many of the reasons  
9 why Barrs chose to file the appeal can be found in his Opening Brief. The Association  
10 chose not to respond to the opening brief and is instead attempting to use their Appellee  
11 Response to fees and costs as a forum to relitigate those issues.

12 Barrs will note that the Association’s claim to having provided the Membership  
13 Roster “At some point between the election and the Appeal” is unsubstantiated and  
14 inaccurate. The new board was still attempting to secure a copy of the roster from the  
15 old board and management company after the transition. There was even various  
16 infighting between board members, since Nan Wickman initially wanted exclusive  
17 rights to the document. May 16, 2023, Barrs was still asking AAM why they were not  
18 transferring records to the Board.<sup>9</sup> The board’s unsubstantiated claim of access during  
19 the claimed period is simply not accurate.

20 The Association acknowledges on page 3 of their response that the roster access  
21 “was not noted by the board...” The reason it was not noted by the board is because the  
22 board had not yet addressed the roster issue except to seek records from the former  
23 management company and board throughout the proceeding weeks.

24 After the February 2023 OAH ruling, the Board made repeated statements that  
25 Membership lists with relevant information would not be provided. This was disturbing  
26 to Barrs. Assurance that the record would be made available was important; however,  
27 even the new board continued to be reluctant to offer any assurance through the

28 

---

<sup>9</sup> See email to AAM dated 5/16/2023

1 settlement processes. Though the board offered to consider creating new rules, this did  
2 not address the fact that the old rules and statutes were not followed which caused Barrs  
3 the need to seek court intervention. If “access to the membership roster [was] moot” as  
4 the Association claims, then they would have not taken issue with the multiple  
5 settlement offers from Barrs seeking clarification that the record was not to be withheld.

6 Barrs filed his appeal in a timely fashion to seek access to association records  
7 and make appeal of a lower court ruling denying injunctive relief related to the  
8 Association’s lack of compliance with A.R.S. 33-1805 among other things. By the time  
9 the settlement talks were agreed to and commenced by the board, Barrs had already  
10 incurred thousands of dollars in costs and fees to meet the appeals process schedule. By  
11 this point, the offers by the board were insufficient to address Barrs’ concerns and/or  
12 address the costs and fees already spent, not to mention the many thousands spent in  
13 legal fees for the OAH proceedings.

14 This argument is moot.

15  
16 **REBUTTAL TO APPELLEE’S ARGUMENT #4:**

17 The arguments made under Appellee’s bullet point #4 seem to be irrelevant and  
18 inappropriate for the current matter which is the validity of fees and costs. The narrative  
19 offered seems to be more of a regret for not having accepted Barrs’ offer for “zero cost  
20 to the HOA” rather than an argument grounded in legal basis.<sup>10</sup> Barrs presented a  
21 number of zero to minimal cost offers that the board rejected. It is disappointing that the  
22 board ignored his December 17, 2023 offer; nevertheless, that issue is in the past and all  
23 parties must now focus on the present matter. Making a zero cost offer that the board  
24 rejects does not make fees and costs unreasonable upon successful appeal; rather it  
25 should make the notion of attorney fees more reasonable. Therefore, this argument is  
26 moot.

27  
28 

---

<sup>10</sup> Ariz. R. Civ. P. 11(b)

1 NOTE: Many of the claims presented in section 4 of Appellee's Response are not  
2 accurate. David Hughes expressed via phone that the board's delayed response was of  
3 the board's own choosing. Nan Wickman resigned after complaints from homeowners  
4 about her survey questions. Cynthia Dryden resigned after pressure from former board  
5 members regarding alleged financial misappropriations in letters addressed to Monte  
6 Matz and Brian Schoeffler.<sup>11</sup>

7  
8 **REBUTTAL TO APPELLEE'S ARGUMENT #5 - \$500 FILING FEE:**

9 The Association argues that the request for the \$500 filing fee is premature. This \$500  
10 filing fee probably falls under the Injunctive relief noted in the April 4, 2024 minute  
11 entry. Barrs has no preference as to the timing and leaves the matter in the hands of this  
12 Court to determine the appropriate protocol. It is noted that the Appellee has no  
13 objection to this fee.

14  
15 **INVALID APPELLEE RESPONSE DUE TO LACK OF SIGNATURE:**

16 The May 24, 2024 filing on behalf of Desert Ranch Homeowners' Association is  
17 unsigned<sup>12</sup> [Rule 11(a)] and lacks any Representations [Rule 11(b)]. Perhaps it was  
18 oversight or perhaps someone other than the Association was filing the document. Also  
19 of note, a separate \$245 Appearance/filing fee was paid, when the Appellee  
20 appearance/filing fee was already tendered back on June 9, 2023<sup>13</sup>. According to Rule  
21 11(a), the filing on behalf of the Association would be invalid due to lack of a valid  
22 signature.

23 *(1) Generally. Every pleading, written motion, and other document filed with the*  
24 *court or served must be signed by at least one attorney of record in the attorney's*  
25 *name- or by a party personally if the party is unrepresented. The court must*

26 \_\_\_\_\_  
27 <sup>11</sup> See "Secretary Dryden's October 2023 Financial Report Letters for recovery of funds"

28 <sup>12</sup> Page 18 of "Appellee Response" is not dated or signed and lacks any representation of accuracy.

<sup>13</sup> See receipt dated June 9, 2023

1           *strike an unsigned document unless the omission is promptly corrected after*  
2           *being called to the filer's attention.*

3  
4 **APPELLEE'S LACK OF GOOD FAITH REPRESENTATIONS:**

5           Barrs understands both parties (including himself) are new to the appeals process  
6 and are researching much of what to file without legal help to keep costs low among  
7 other reasons. As such each side is sorting through the process; making mistakes and  
8 learning new things along the way. Nevertheless, inflammatory statements and attempts  
9 to relitigate the case are unnecessary. Each filing party has the responsibility of signing  
10 their filing with good faith representations to the court – Rule 11(b). Many of the  
11 statements made within the Association's response are inflammatory and factually  
12 inaccurate. As such they do little to help bring this matter to a civil closure. Barrs is  
13 unable to address all of the Association's ancillary claims giving the short timeframe,  
14 and has therefore attempted to focus on any objections that require added context or  
15 rebuttal.

16  
17 **CONCLUSION:**

18 The Appellee's Response makes a variety of arguments relating to fees and costs. Barrs  
19 hopes that this counter response provides the necessary context to address any of the  
20 Association's concerns raised. The Association does not offer any apparent direct  
21 contention regarding the record transcription costs as these were ordered by the court.  
22 Arguments regarding filing fees by the Association are not reasonable or supported by  
23 law. The timing of the \$500 OAH filing fee was raised by the Association which is a  
24 matter for this court to determine. Attorney fees for limited scope representation are  
25 permitted by the court<sup>14</sup> and Barrs believes the supporting invoices provided show that

26  
27 <sup>14</sup> Limited scope representation is permitted in Arizona.

28 See: <https://www.azcourts.gov/selfservicecenter/Resources/Types-of-Legal-Representation/Limited-Scope-Representation>

1 the fees are reasonable. If any further documentation is necessary, Barrs is happy to  
2 help.

3  
4 Dated this 3rd day of June, 2024

5 

6 **Tom Barrs**  
7 PO Box 14122  
8 Scottsdale, AZ 85267

9  
10 ORIGINAL of the foregoing  
11 filed this 3rd day of June, 2024:  
12 Clerk of the Court  
13 Attn: LC Specialty Desk  
14 MARICOPA COUNTY SUPERIOR COURT  
15 201 W Jefferson  
16 Phoenix, Arizona 85003

17 COPY of the foregoing emailed/mailed this  
18 Same date to:

19 LOWER COURT AND ADMINISTRATIVE APPEALS  
20 Attention: HON. JOSEPH MIKITISH  
21 201 W. Jefferson St.  
22 4th Floor  
23 Phoenix, AZ 85003

24 DESERT RANCH HOMEOWNERS ASSOCIATION  
25 PO Box 3081  
26 Carefree, AZ 85377-3081  
27 *Respondent*

28 By: /s/ Tom Barrs



Invoice # 37248  
Date: 09/07/2023

Thomas Barrs  
P O Box 14122  
Scottsdale, AZ 85267

**Statement of Account**

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$0.00	+ \$1,716.00	) - ( \$0.00	) = <b>\$1,716.00</b>

**Barrs-03033**  
**Desert Ranch HOA**

By	Date	Description	Hours	Rate	Amount
HLN	06/26/2023	[REDACTED]	0.40	\$240.00	\$0.00
JAD	08/08/2023	Telephone call with client regarding status and strategy in stipulated order of remand.	0.30	\$420.00	\$126.00
HLN	08/15/2023	Begin draft of Stipulation to Amend Decision comparing client's notes to the Decision.	0.80	\$240.00	\$192.00
HLN	08/16/2023	Continue to draft Stipulation to Amend Decision comparing client's notes to the decision; revise and edit the same per J. Dessaulles' instructions; begin draft of Order to Remand.	2.50	\$240.00	\$600.00
JAD	08/16/2023	Work on stipulation to remand with H. Narveson.	1.10	\$420.00	\$462.00
JAD	08/16/2023	Further revise and edit stipulation and proposed order; email to client explaining process.	0.80	\$420.00	\$336.00

Line Item Discount Subtotal      \$96.00

Subtotal      \$1,716.00

Amount      \$1,716.00

# Statement of Account

## Current Invoice

Invoice	Date of Invoice	Amount Due	Payments Received	Balance Due
37248	09/22/2023	\$1,716.00	\$0.00	\$1,716.00
			<b>Outstanding Balance</b>	<b>\$1,716.00</b>
			<b>Total Amount Outstanding</b>	<b>\$1,716.00</b>

Account	Balance
Trust Balance	\$0.00
<b>Total Account Balance</b>	<b>\$0.00</b>

# BURCH & CRACCHIOLO, P.A.

A PROFESSIONAL ASSOCIATION  
LAW OFFICES

MAILING ADDRESS  
1850 N CENTRAL AVE, SUITE 1700  
PHOENIX, ARIZONA 85004  
(602) 274-7611

TAX IDENTIFICATION NUMBERS  
FEDERAL 86-0316924  
STATE 158754

November 10, 2023

Tom Barrs  
PO Box 14122  
Scottsdale, AZ 85267

Invoice #: 394918  
Client #: 34244  
Matter #: 1  
Billing Attorney: DDM

## INVOICE SUMMARY

For professional services rendered through November 9, 2023:

RE: LC2023-000179-001 Limited Scope Representation

Professional Services	\$ 5,480.00
Current Disbursements	\$ .00
<b>TOTAL THIS INVOICE</b>	<b>\$ 5,480.00</b>
Unapplied Cash	\$ -1,000.00
<b>BALANCE DUE THIS INVOICE</b>	<b>\$ 4,480.00</b>
<b>TOTAL BALANCE DUE</b>	<b>\$ 4,480.00</b>

PLEASE MAKE CHECK PAYABLE TO: BURCH & CRACCHIOLO, P.A.

Please return the remittance page with your payment and write the invoice number / file on check.

DISBURSEMENTS MADE TO THIRD PARTY VENDORS ON BEHALF OF YOUR MATTER MAY NOT HAVE BEEN POSTED TO THE ACCOUNT BY THE DATE THE BILL HAS BEEN ISSUED. ANY SUCH DISBURSEMENTS SHALL APPEAR ON A LATER STATEMENT.

Invoice #: 394918

November 10, 2023

## PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours
9/20/23	DDM	[REDACTED] [REDACTED] (No Charge)	.50
9/25/23	DDM	[REDACTED] [REDACTED] (No Charge)	1.50
10/04/23	DDM	[REDACTED] [REDACTED] (No Charge)	1.00
10/05/23	DDM	[REDACTED] [REDACTED] (No Charge)	1.30
10/11/23	DDM	[REDACTED] [REDACTED] (No Charge)	.50
10/19/23	DDM	[REDACTED] [REDACTED] (No Charge)	.20
10/20/23	DDM	[REDACTED] (No Charge)	.30
10/20/23	AMD	Read and analyze Decision from the Office of Administrative Hearings in preparation for reviewing and revising Mr. Barr's appeal brief	.50
10/20/23	AMD	Read, and analyze Tom Barr's rough draft of his opening brief, in preparation for thorough revision	.60
10/20/23	AMD	Begin reviewing statutory cites and conducting research on legal arguments to assert	.40
10/23/23	AMD	Complete review of statutes and brief in preparation for providing analysis of brief	.50
10/24/23	DDM	[REDACTED] [REDACTED] (No Charge)	.50
10/25/23	DDM	[REDACTED] [REDACTED] (No Charge)	1.00
10/25/23	DDM	[REDACTED] (partial time charged);	2.50
10/25/23	DDM	[REDACTED] [REDACTED] (No Charge)	2.50
10/25/23	AMD	Review email correspondence from Tom Barrs, detailing the substance of each of the four petitions	.10
10/25/23	AMD	Review revised statement of the case	.10
10/25/23	AMD	Strategize with Daryl Manhart regarding Tom Barrs' brief	.30
10/26/23	DDM	[REDACTED] [REDACTED] (No Charge)	.50
10/26/23	AMD	Research re "personal records" and "personal information" and draft argument regarding interpretation of the statute	2.20

Invoice #: 394918

November 10, 2023

Date	Atty	Description of Service	Hours
10/26/23	AMD	Draft portions of arguments and make substantial revisions to Tom Barr's appeal brief.	1.90
10/27/23	DDM	Review and work on proposed revisions to client draft brief;	1.00
10/29/23	DDM	[REDACTED] (No Charge)	1.00
10/30/23	DDM	[REDACTED] (No Charge)	.30
10/30/23	AMD	Review and revise Tom Barrs' most recent version of the brief and send to Daryl Manhart for further revisions	1.40
10/31/23	DDM	[REDACTED] (partial time charged);	2.00
10/31/23	DDM	[REDACTED] (No Charge)	2.00
11/02/23	DDM	Review last draft brief in preparation for call; telecon with Barrs re supporting facts with record cites, considering issues to pursue, reorganizing brief, etc.	1.70

**SUMMARY OF PROFESSIONAL SERVICES**

Name	Rate	Hours	Amount	N/C Hr	N/C \$
Aaron M. Duell	280.00	8.00	2,240.00	.00	.00
Daryl Manhart	450.00	7.20	3,240.00	13.10	5,895.00
<b>TOTALS</b>		<b>15.20</b>	<b>\$ 5,480.00</b>	<b>13.10</b>	<b>\$ 5,895.00</b>

<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 5,480.00</b>
<b>TOTAL THIS INVOICE</b>	<b>\$ 5,480.00</b>
Unapplied Cash Applied	<u>\$ -1,000.00</u>
<b>BALANCE DUE THIS INVOICE</b>	<b>\$ 4,480.00</b>

Receipt dated June 9, 2023

JEFF FINE  
Clerk of the Superior Court  
By Conrad Chavez, Deputy  
Date 06/09/2023 Time 14:31:53  
Description Amount  
----- CASE# LC2023-000179 -----  
CIVIL SEPARATE ANS 245.00  
-----  
TOTAL AMOUNT 245.00  
Receipt# 29295250

Person Filing: TOM BARRS  
Address: PO BOX 14122  
City, State, Zip: SCOTTSDALE AZ 85267  
State Bar:

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

TOM BARRS )  
 ) FILING COUNTER  
 ) CREDIT MEMO  
vs )  
 )  
 )  
DESERT RANCH HOMEOWNERS )  
ASSOCIATION ) CASE NO. LC2023-000179- 001

RECEIVED FROM: TOM BARRS

PAYMENT FOR: DESERT RANCH HOMEOWNERS ASSOCIATION

PAYMENT IS FOR THE FOLLOWING:

- 105 CIVIL ANSWER/APPEARANCE FEE:
- 115 TRANSMITTAL FEE FOR CHANGE OF VENUE:
- 145 JUDGMENT DEBTOR EXAM FEE:
- 600 MULTI DOCUMENT FEE:
- OTHER:

AMOUNT PAID: \$245.00 PAID

RECEIPT# 29295250 Clerk Name: C CHAVEZ

HOW PAID

- CASH:
- BUSINESS CHECK# BANK NAME:
- MONEY ORDER
- MASTER CARD  VISA  AMERICAN EXPRESS

---

**From:** Tom Barrs  
**Sent:** Tuesday, May 16, 2023 12:54 AM  
**To:** Lori Loch-Lee; Amanda Shaw; ccandelaria@associatedasset.com  
**Subject:** DR April Records Requests

Ms. Loch-Lee,

As you know, I requested Association records April 16, 2023 and April 28, 2023. It sounds as though you have been withholding some of those records that would be specifically in your control such as a copy of your AAM Invoice # 237862, check images from the account you manage at the time of request, 2021 meeting minutes (required in your contract to be retained "indefinitely"), election results (i.e. list of members who voted, voter audit list, and vote by vote ballot as provided in 2022), AAM Resignation letter as required by your contract, Copy of all correspondence sent by AAM (and any AAM representative) to homeowners in 2023 as required to be retained by you in your contract for 3 years, etc.

Your withholding of records impedes the newly elected board from doing their job.

If this is incorrect in any way, please let me know where we can find these records.

Thank you,  
Tom Barrs  
*Desert Ranch, Lot 22*

---

**From:** SUSAN KLINEFELTER <suezek@me.com>  
**Sent:** Sunday, April 30, 2023 7:28 PM  
**To:** Tom Barrs  
**Subject:** Roster

Cynthia says only she gets a roster and she will agree to give a copy to Nan, the president. I dont even know the names of people I sm supposedly representing. The BS has started already.  
Susan

**From:** clpot@aol.com  
**Sent:** Wednesday, May 24, 2023 7:21 AM  
**To:** thewickmans@outlook.com; mfdolley@hotmail.com; david@sgcl.ca; suezek@me.com  
**Subject:** Fwd: Notice of Appeal of Administrative Decision - LC2023-000179-001  
**Attachments:** Appeal - Filed 5-23-23.pdf

Good morning all,

I received this and putting y'all in the loop. Look forward to our Zoom this evening. See y'all then.

Regards,

Cynthia Dryden  
CELL 480-415-3671

-----Original Message-----

From: Tom Barrs <tbarrs360@gmail.com>  
To: Cynthia Dryden <clpot@aol.com>  
Sent: Tue, May 23, 2023 11:57 pm  
Subject: Notice of Appeal of Administrative Decision - LC2023-000179-001

FYI, attached is a copy of the appeal notice that I had to file by today in order to meet the impending deadline. Would you forward this to the other board members as necessary? The court schedule moves quickly so we will need to discuss the options on this as soon as possible.

Tom

**Notice of service provided to HOA secretary and president**

---

**From:** CYNTHIA DRYDEN <clpot@aol.com>  
**Sent:** Saturday, June 3, 2023 6:38 AM  
**To:** Tom Barrs  
**Cc:** Secretary Cynthia Dryden; Nan Wickman  
**Subject:** Re: need form signed

I will go to UPS and get notarized today.

Sent from my iPhone

> On Jun 3, 2023, at 6:00 AM, CYNTHIA DRYDEN <clpot@aol.com> wrote:

>

> Tom, I will go to UPS today and get notarized.

>

> Sent from my iPhone

>

>> On Jun 2, 2023, at 7:41 PM, Tom Barrs <tbarrs360@gmail.com> wrote:

>>

>>

>> Cynthia,

>>

>> I have attached an acceptance of service form that you or Nan will need to have signed/notarized and get back to me before Monday if possible. You can scan and email it back to me or let me know when we could pick it up. I found out they needed this form today when I went to file the motion to place a pause on the proceedings for settlement purposes. I also attached the minute entry from the Judge as per his request since I didn't have the PO Box address when I first filed everything. This has been a mountain of paperwork just to get a pause placed on everything.

>>

>> Let me know if you have any questions.

>>

>> Thanks,

>> Tom

>> <Acceptance of Service Form.pdf>

>> <Motion to Stay Pending Settlement - filed 6-2-23.pdf> <Minute Entry

>> - m10436607.pdf>

Secretary Dryden's October 2023 Financial  
Report Letters for recovery of funds

**DESERT RANCH HOA**

P.O. BOX 3081

CAREFREE, AZ 85377-3081

October 12, 2023

Mr. Brian Schoeffler  
P.O. Box 3243  
Carefree, AZ 85377

Dear Mr. Schoeffler,

Upon our financial committee findings held in July, invoices were paid to Maxwell & Morgan in error. On December 21, 2022 the DRHOA Board voted to "terminate the existing DRHA/Maxwell & Morgan legal agreement with respect to the HOA funding of legal fees."

On December 27, 2022 a revised agreement was made with a clarification that two board members, (one being you and the other Monte Matz) would be responsible to personally pay all new invoices regarding legal fees going forward.

The research found that DRHOA had no additional agreement after December 21, 2022 for payment of services. The membership was informed that there were no invoices for the months of December, January, or February. In the off-boarding of transitioning, two invoices were presented and paid by the HOA, when in fact these should have been paid by you and Mr. Matz.

i	December 30, 2022 - new charges	\$ 2,100.81
ii	February 1, 2023 - new charges	\$ 9,970.00
		<b>\$12,070.81</b>

These funds need to be reimbursed to the DRHOA as soon as possible. If you have made payment, please provide the canceled check for our records. Your help in getting this resolved quickly is appreciated.

Sincerely,

Cynthia Dryden  
DRHOA-Secretary/Treasurer

**DESERT RANCH HOA**

P.O. BOX 3081

CAREFREE, AZ 85377-3081

October 12, 2023

Mr. Monte Matz  
9244 E Vista Drive  
Scottsdale, AZ 85262

Dear Mr. Matz,

Upon our financial committee findings held in July, invoices were paid to Maxwell & Morgan in error. On December 21, 2022 the DRHOA Board voted to "terminate the existing DRHIA/Maxwell & Morgan legal agreement with respect to the HOA funding of legal fees."

On December 27, 2022 a revised agreement was made with a clarification that two board members, (one being you and the other Brian Schoeffler) would be responsible to personally pay all new invoices regarding legal fees going forward.

The research found that DRHOA had no additional agreement after December 21, 2022 for payment of services. The membership was informed that there were no invoices for the months of December, January, or February. In the off-boarding of transitioning, two invoices were presented and paid by the HOA, when in fact these should have been paid by you and Mr. Schoeffler.

i	December 30, 2022 – new charges	\$ 2,100.81
ii	February 1, 2023 – new charges	\$ 9,970.00
		\$12,070.81

These funds need to be reimbursed to the DRHOA as soon as possible. If you have made payment, please provide the canceled check for our records. Your help in getting this resolved quickly is appreciated.

Sincerely,

Cynthia Dryden  
DRHOA Secretary/Treasurer