

1 **Final agency action regarding decision below:**

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3 **ALJCERT ALJ decision certified as final**

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5 **IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

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7 EDMUND R. KNIGHT,
8 Petitioner,

9 vs

10 SPRINGFIELD COMMUNITY
11 ASSOCIATION,
12 Respondent.

No. 12F-H1213008-BFS

**ADMINISTRATIVE
LAW JUDGE DECISION**

13
14 **HEARING:** January 15, 2013

15 **APPEARANCES:** Petitioner Edmund Knight appeared on his own behalf.

16 Respondent Springfield Community Association was represented by Chad Miesen, Esq.

17 **ADMINISTRATIVE LAW JUDGE:** Tammy L. Eigenheer

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19 **RULING**

20 This hearing involved an allegation made by Petitioner Edmund Knight that
21 Springfield Community Association (Respondent) violated A.R.S. § 33-1805 by failing to
22 provide him with the complete employment contract between Respondent and the
23 manager of the property. The Administrative Law Judge concludes that Petitioner failed
24 to establish a violation by Respondent.

25 **FINDINGS OF FACT**

26 1. Respondent is an association of homeowners located in
27 Chandler, Arizona.

28 2. On May 14, 2012, Petitioner submitted a written request to
29 Respondent seeking "a copy of the Springfield manager's contract." The manager was
30 an employee of Respondent.

1 2. In this proceeding, Petitioner bears the burden of proving by a
2 preponderance of the evidence that Respondent violated A.R.S. § 33-1805. A.A.C. R2-
3 19-119.

4 3. A preponderance of the evidence is “[e]vidence which is of greater
5 weight or more convincing than the evidence which is offered in opposition to it; that is,
6 evidence which as a whole shows that the fact sought to be proved is more probable than
7 not.” BLACK’S LAW DICTIONARY 1182 (6th ed. 1990).

8 4. A.R.S. § 33-1805 provides, in pertinent part:

9 A. *Except as provided in subsection B of this section*, all financial and
10 other records of the association shall be made reasonably available for
11 examination by any member

12 B. Books and records kept by or on behalf of the association and the
13 board may be withheld from disclosure to the extent that the portion
14 withheld relates to any of the following:

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16 5. Records relating to the . . . *compensation of . . . an individual employee*
17 of the association or an individual employee of a contractor of the
18 association who works under the direction of the association.

19 (Emphasis added).

20 5. Petitioner argued Respondent violated A.R.S. § 33-1805 by failing to
21 provide him with “all financial” records of the association as requested. Petitioner
22 alleged that as a homeowner, he was entitled to the information he requested so he
23 would have a full understanding of the financial standing of the association.

24 6. Respondent maintained that it was entitled to redact information
25 relating to the manager’s compensation as provided in A.R.S. § 33-1805(B)(5).

26 7. A.R.S. § 33-1805(B)(5) allows an association to withhold from
27 disclosure information relating to the compensation of an individual employee. As the
28 manager is an employee of the association, Respondent was entitled to redact
29 compensation information from the records provided.

30 8. Petitioner failed to establish by a preponderance of the evidence
that Respondent violated A.R.S. § 33-1805.

