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Attorney for Plaintiff

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

**AZNH REVOCABLE TRUST,**  
by and through  
**JOHN and SUSAN SULLIVAN,**  
**TRUSTEES, REAL PARTIES IN**  
**INTEREST**

Plaintiff

v.

**KAY ABRAMSOHN,**  
**ADMINISTRATIVE LAW JUDGE,**  
**ARIZONA OFFICE OF**  
**ADMINISTRATIVE HEARINGS,**

*and*

**TAMMY EIGENHEER,**  
**INTERIM DIRECTOR,**  
**ARIZONA OFFICE OF**  
**ADMINISTRATIVE HEARINGS,**

*and*

**ARIZONA DEPARTMENT OF REAL**  
**ESTATE,**

*and*

**SUNLAND SPRINGS VILLAGE**  
**HOMEOWNERS ASSOCIATION,**

Defendants

No. CV2025-036466

**PLAINTIFF'S NOTICE OF  
DISMISSAL AS TO  
SUNLAND SPRINGS VILLAGE  
HOMEOWNERS ASSOCIATION**

**OR**

**ALTERNATIVELY, MOTION TO  
DISMISS SAME**

(Original Special Action)

Assigned to:  
Hon. Scott Blaney

1       **I. Introduction**

2       Rules of Procedure for Special Actions (“RPSA”) govern all special actions except  
3 where the RPSA specifies other rules apply. RPSA 1(b). In an Original Special Action,  
4 the Plaintiff’s Complaint must name the body, officer or person whose actions are being  
5 challenged. RPSA 5(a)(2). The Plaintiff has the option to name other parties as  
6 defendants in whose absence the court cannot afford complete relief. *Id.* Sunland  
7 Springs Village HOA (“HOA”) was named as a defendant solely to guard against the  
8 possibility that the Court might need them to “afford complete relief.” *Id.* As explained  
9 in this filing, it is now apparent that the HOA is not needed for “complete relief” and  
10 does not qualify as a defendant under RPSA 5(a)(2).

11       The Rules of Civil Procedure for the Superior Courts (“R.Civ.P.”), R.Civ.P. 41  
12 (Dismissal of Actions), give a plaintiff the right to dismiss a defendant prior to the  
13 defendant filing an Answer or a Motion for Summary Judgment. Before an answer is  
14 filed, the plaintiff’s right to voluntarily dismiss is absolute, self-executing, and  
15 accomplished automatically by the plaintiff’s filing a notice of dismissal, and there need  
16 be no notice to defendant, no hearing on the matter, and no order of the court. *Vicari v.*  
17 *Lake Havasu City* (App. Div.1 2009) 222 Ariz. 218, 222 (2009) *citing Goodman v.*  
18 *Gordon*, 103 Ariz. 538, 540 (1968). The HOA has not filed “an answer or other  
19 appropriate response” as required by RPSA 7.

20       Plaintiff recognizes that no similar rule exists under the RPSA and there is no specific  
21 procedure therein to dismiss a party who no longer qualifies as a defendant in an Original  
22 Special Action. Therefore, it is appropriate to consider and apply the civil rules. See *S.S.*  
23 *v. Superior Ct. In & For Cnty. of Maricopa*, 178 Ariz. 423, 424 (1994) (it is appropriate  
24 to resort to the civil rules where the juvenile rules are silent on an issue and where  
25 the civil rules are readily adaptable and necessary to the proceedings).

1 Plaintiff relies on R.Civ.P. 41 to submit the Notice herein dismissing the HOA as a  
2 defendant. Alternatively, Plaintiff moves the Court to dismiss the HOA as a defendant.

3  
4 **II. Notice of Dismissal**

5 Plaintiff, AZNH Revocable Trust, by and through its Trustees and undersigned  
6 counsel, hereby give notice that Sunland Springs Village Homeowners Association  
7 (“HOA”) is dismissed as a defendant in this Original Special Action.

8 The writs of certiorari, mandamus, or prohibition by which parties formerly obtained  
9 relief in proceedings are now called special actions. RPSA 2.

10 A Special Action may only be commenced when a body, officer or person:

- 11 (a) failed to exercise discretion that they have a duty to exercise; or failed  
12 to perform a duty required by law for which they have no discretion;  
13 (b) proceeded, or threatened to proceed, without, or in excess of,  
14 jurisdiction or legal authority; or  
15 (c) made a decision that was arbitrary and capricious or an abuse of  
16 discretion, which can include a legal error.

17 RPSA 4.

18 Pursuant to RPSA 5(a)(2) [*italics added*]:

19 The complaint in an original special action must name as a defendant the  
20 body, officer, or person whose decision is being challenged. *It must also*  
21 *name as defendants all other parties in whose absence the court cannot*  
22 *afford complete relief.*

23 The HOA was named in the Complaint solely as a precaution to ensure the Court’s  
24 ability to afford complete relief. The Complaint does not allege any wrongdoing by the  
25 HOA and the Plaintiff does not seek any remedy, orders or judgment against the HOA;  
26 there are no claims for the HOA to defend.

1 As explained below, two recent filings by the Attorney General show that the HOA is  
2 not now, and never shall be, needed as a defendant in this action for the Court to afford  
3 complete relief. Consequently, the HOA must be dismissed because they no longer  
4 qualify as a defendant under RPSA 5 (Parties).

5  
6 **III. The Attorney General’s Motion to Dismiss Arizona Department of Real**  
7 **Estate or in the Alternative, for Nominal Party Status**

8 On December 9, 2025, the Attorney General (“AG”) filed a motion asking the Court to  
9 dismiss Arizona Department of Real Estate (“ADRE”) as a defendant or otherwise  
10 designate ADRE as a Nominal Party. The Plaintiff Responded on Dec. 15<sup>th</sup> opposing a  
11 dismissal, but agreeing with the AG that ADRE is a nominal party.

12 As stated by the AG, a nominal party “does not act as an advocate or otherwise take  
13 any position on the merits of the litigation” and does not have any pecuniary or  
14 proprietary stake in the outcome of the action.” AG Motion, pp. 3-4 (starting on p.3, line  
15 22). The Plaintiff’s Response explains the basis upon which the ADRE remains as a  
16 nominal party.

17 Therefore, the ADRE is either a nominal party or is dismissed from the action. Either  
18 way, the ADRE shall not answer or otherwise defend this Original Special Action. See  
19 RPSA 7(a)(2) requiring a defendant to file an Answer or a response under R.Civ.P. 12.

20 Consequently, the HOA and the Defendants Kay Abramoohn & Tammy Eigenheer  
21 shall be the only remaining parties required to Answer under RPSA 7 or file a response  
22 under R.Civ.P. 12, within the time allowed under R.Civ.P. 12(a). See RPSA 7(a)(2).

23  
24 **IV. The Attorney General’s “Limited Response of Judicial Defendants”**

25 Per RPSA 7(d)(1), a defendant must be served with the Special Action Complaint and  
26 Summons “as provided in Rules 4, 4.1, or 4.2 of the Rules of Civil Procedure.” On  
27 **October 10, 2025**, a request for waiver of service (per R.Civ.P. 4.1(c)) was delivered to

1 Defendants Abramsohn and Eigenheer and, through their attorney (Asst. Atty. Gen. Kara  
2 Karlson) they returned a signed waiver on Oct. 22, 2025.

3 Because Defendants Abramsohn and Eigenheer returned a waiver of service, they were  
4 required serve an answer or otherwise respond to the Complaint no later than 60 days  
5 after the request for waiver was sent to them. R.Civ.P. 4.1(c)(3). Thus, their Answer  
6 (required under RPSA 7(a)(2)) or a response (under R.Civ.P. 12) was due on or before  
7 **December 9, 2025.** Neither of them has timely filed or delivered the required Answer or  
8 response. The AG’s “Limited Response of Judicial Defendants” filed Dec. 10, 2025, is  
9 not a response identified or allowed under R.Civ.P. 12.

10 Perhaps most importantly, the Attorney General’s “Limited Response” asserts that her  
11 clients (Abramsohn & Eigenheer) are not going to defend the case. On December 16,  
12 2025, Asst. Atty. General Karlson confirmed to Plaintiff’s counsel by telephone that the  
13 Defendants are not going to file anything else or take any further action to defend the  
14 case.

15  
16 **V. The Court Can Now Grant Complete Relief Without the HOA**

17 An Original Special Action may only be brought to challenge the actions, or inactions,  
18 of a body, officer or person. See RPSA 4 (Grounds for Bringing a Special Action). The  
19 HOA is not a body, officer or person under the RPSA and is not a defendant in that  
20 capacity.

21 The current Complaint alleges that the Plaintiff exercised its preemptory right to  
22 replace ALJ Abramsohn pursuant to A.R.S. § 41-1092.07(A) and both Defendants  
23 Abramsohn and Eigenheer (Interim Director of the Office of Administrative Hearings)  
24 expressly refused to obey the law; Defendant Abramsohn proceeded with a hearing. The  
25 HOA is not answerable for (*and has no standing to defend*) the misconduct of Defendants  
26 Abramsohn or Eigenheer and, as stated herein-above, there are no claims for the HOA to  
27 defend. The only reason the HOA was named as a defendant was to guard against the

1 possibility that the Court might need them to “afford complete relief.” RPSA 5(a)(2). It  
2 is now clear that such possibility does not exist.

3 The HOA has no horse in the race. There are only two apparent outcomes in this  
4 Original Special Action: (1) relief denied; or, (2) relief granted. Neither outcome has  
5 any consequence on the HOA.

6 **If Relief Denied.** The HOA would be unaffected; the HOA would be in the same  
7 position as when Defendants Abramsohn and Eigenheer refused to obey the Plaintiff’s  
8 peremptory act. The record shows this is the outcome the HOA desires. See ALJ Order  
9 Vacating Hearing (Oct. 9, 2025) wherein the HOA objected to the Plaintiff’s peremptory  
10 act. **Exhibit A** (p.2, lines 10-12).

11 **If Relief Granted.** The HOA would be unaffected; the Court would be declaring that  
12 the Plaintiff had a peremptory right to the replacement of the ALJ on September 26,  
13 2025, and no alternative outcome is available under the statute (A.R.S. § 41-1092.07).  
14 The HOA would be in the position dictated by the statute. The HOA has no standing to  
15 object or interfere with the exercise of a peremptory right, and the HOA has no right  
16 under the Uniform Administrative Hearing Procedures (A.R.S. §§ 41-1092 to 41-  
17 1092.12) to have a matter heard by an ALJ of their choosing.<sup>1</sup>

## 18 19 **VI. Conclusion**

20 Plaintiff believes it appropriate to rely upon R.Civ.P. 41(a)(1)(A)(i) to file a notice of  
21 dismissal against the HOA. Alternatively, if the Court believes the rule is unavailable,  
22 then Plaintiff asks the Court to dismiss the HOA from the case for the reasons stated – the  
23 HOA does not qualify as a defendant under RPSA 5(a)(2) based upon the current facts  
24 and circumstances of the case.

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26 //

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<sup>1</sup> The HOA has the same peremptory right as Plaintiff, and the HOA can remove whatever replacement ALJ is assigned.

Dated this 17<sup>th</sup> day of December, 2025.

/s/ *John F. Sullivan*

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### **CERTIFICATE of SERVICE**

A copy hereof shall be sent electronically this date, to:

Asst. Attorney General Deanie Reh (counsel for Az. Dept. of Real Estate) at  
Deanie.Reh@azag.gov;

Asst. Attorney General Raya Gardner (counsel for Az. Dept. of Real Estate) at  
Raya.Gardner@azag.gov;

Asst. Attorney General Kara Karlson (counsel for Defendant's Eigenheer & Abramsohn)  
at Kara.Karlson@azag.gov; and,

Atty. Chad Gallacher (counsel for Sunland Springs Village Homeowners Assoc.) at  
cgallacher@hoalaw.biz.

/s/ *John F. Sullivan*

Counsel for AZNH Revocable Trust