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**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,
et al.

Defendants

No. CV2025-036466

**PLAINTIFF'S REPLY ON
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

1 **I. Introduction**

2 The Plaintiff ("Trust") believes Sunland Springs Village HOA ("HOA") has been dismissed
3 under the civil rules (Voluntary Dismissal) or they must be dismissed by the Court because the

1 HOA does not qualify as a defendant under the Rules of Procedure for Special Actions
2 (“RPSA”). See R.Civ.P. 41 & RPSA 5(a)(2).

3 The HOA filed a “Response” which failed to present any legal argument to support a
4 conclusion: (1) that Voluntary Dismissal is not available under the civil rules; or, (2) that the
5 HOA qualifies as a defendant under RPSA 5(a)(2). In fact, the HOA makes no mention of any
6 part of the RPSA. They do, however, describe themselves as “real party in interest” in three
7 instances¹, but do not present any legal basis for doing so.
8

9 **II. No Argument Against Voluntary Dismissal**

10 Other than stating they don’t want to be dismissed, the HOA makes no argument against
11 voluntary dismissal. “Voluntary Dismissal” allows a Plaintiff to dismiss “an action by filing a
12 notice of dismissal before the opposing party serves either an answer or a motion for summary
13 judgment.” R.Civ.P. 41(a)(1)(A)(i). “‘Action’ includes any matter or proceeding in a court,
14 civil or criminal.” A.R.S. § 1-215 (Definitions). Thus, the “matter” of the Trust v. the HOA in
15 this Court (docketed as CV2025-036466) has been dismissed; all other matters and defendants
16 remain. It should be noted, the Complaint does not allege any claims, nor seek any judgment,
17 against the HOA.
18

19 **III. Real Party in Interest Abolished for Original Special Actions**

20 Under the former RPSA (prior to Jan. 1, 2025):

21 Any person who previously could institute an application for a writ of
22 mandamus, prohibition, or certiorari may institute proceedings for a special
23 action. The complaint shall join as a defendant the body, officer, or person
24 against whom relief is sought. If any public body, tribunal, or officer is named as
25 a defendant, the real party or parties in interest shall also be joined as defendants.

26 Former RPSA 2(a)(1) *abrogated* Jan. 1, 2025.

¹ HOA “Response” p.1, line 19; p.2, line 3; and, p.8, line 20.

1 The new Rules now designate Special Actions as two types: Original or Appellate. See RPSA
2 2(b). An **Appellate Special Action** (“ASA”) “requests review of an earlier decision of a lower
3 court. A party seeks appellate special action relief by filing a petition.” RPSA 2(b)(2). An
4 **Original Special Action** (“OSA”) “begins a case in court. It does not request review of an
5 earlier decision of a court. A party seeks original special action relief by filing a complaint.”
6 RPSA 2(b)(1). The current matter is an OSA because it does not request review of an earlier
7 court decision.

8 Under the new rules for an OSA:

9 Any person aggrieved by the action or inaction of a body, officer, or person for
10 the reasons set forth in Rule 4 may file an original special action as a plaintiff.

11 * * *

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

16 RPSA 5(a)(1) & (2) (*eff.* Jan. 1, 2025) (underscore added).

17 The HOA has failed to explain how their absence would prevent complete relief. The relief
18 which this Court may grant in an OSA is found in RPSA 10(a):

19 The court must state the grounds for a decision in an original special action. The
20 court may:

- 21 (1) grant all or part of the requested relief;
 - 22 (2) wholly or partly affirm, vacate, or modify the challenged decision;
 - 23 (3) order or prohibit specified action by any defendant; or
 - 24 (4) dismiss a special action with or without prejudice.
- 25

26 As previously stated, the Complaint does not allege any claims, nor seek any judgment
27 (relief), against the HOA. There is nothing about the relief available under RPSA 10(a) which
28 would change any of the rights, claims, arguments or defenses the HOA has in its dispute with

1 the Trust. All of the relief requested and available under Rule 10(a), is solely directed at
2 securing the Trust’s peremptory right to change an ALJ by remedying the misconduct of Ms.
3 Abramssohn & Ms. Eigenheer.

4 The HOA is neither a defendant nor a party necessary for complete relief.
5

6 **IV. No True Response by the HOA**

7 As stated, the HOA did not respond to the issues of Voluntary Dismissal or their inability to
8 qualify as a defendant under RPSA 5(a)(2). The entirety of their argument is directed at the
9 interpretation and application of A.R.S. 41-1092.07(A) (peremptory change of ALJ). The
10 argument they present is *not* properly before the Court, but the Trust has some comments about
11 statutory interpretation.

12 In *State ex rel. Arizona Dep’t of Revenue v. Tunkey*, 254 Ariz. 432, 437, ¶¶ 23-24 (2023),
13 Justice Bolick (writing a concurrence for a majority of the Court) observed that in prior
14 instances of statutory interpretation courts have relied upon two inconsistent formulations of
15 statutory interpretation: “legislative intent” and “plain meaning.” Justice Bolick continued,
16 “[W]e should cogently and consistently apply a plain meaning approach to statutory
17 interpretation going forward.” *Id.* Courts have “no authority to extend a law beyond the fair
18 and reasonable meaning of its terms, because of some supposed policy of the law, or because the
19 Legislature did not use proper words to express its meaning.” *Id.*, ¶ 28. “The temptation to
20 correct perceived legislative error or expand statutes beyond their plain meaning can lead the
21 Court to transgress legislative power.” *Id.*, ¶ 31. “Under this plain meaning analysis, courts
22 look first to the language of the provision, and if the statutory language is clear, judicial
23 construction is neither required nor proper.” *State v. Brown*, 577 P.3d 14, 19, ¶ 20 (Ariz.
24 Supreme Court, 2025).

25 The statute at the center of this controversy is clear and unambiguous:
26

27 A party to a contested case or appealable agency action is entitled to one
28 peremptory change of administrative law judge.

1 A.R.S. § 41-1092.07(A) (“the Statute”).

2 The Statute is part of the “Uniform Administrative Hearing Procedures” (A.R.S. §§ 41-1092
3 to 1092.12) (“UAHP”). No other part of the UAHP conflicts with the Statute, and no other part
4 of the UAHP restricts or limits the application of the Statute, *either directly or indirectly*. The
5 Statute must be applied according to its plain meaning. And, under applicable case law, there is
6 neither a need nor a justification for further analysis.

7 The Statute became effective September 26, 2025, and it grants a preemptory right to change
8 an administrative law judge at the will of the party exercising the right. Within minutes of
9 receiving the right to do so (and about nine hours prior to a rehearing), the Trust exercised its
10 right. The Legislature did not limit the preemptory right to a prospective application and it is
11 not being applied retrospectively. The Trust is entitled to enforcement of its preemptory right
12 through the requested relief.

13 14 **V. Improper Ad Hominem Attacks on Counsel**

15 Atty. Gallacher’s court filings have included *ad hominem* attacks “choosing accusation and
16 innuendo over reasoned discussion and legal analysis’.” *Novak v. Novak*, No. 1 CA-CV 22-
17 0325, 2023 WL 2580622, at *2 (Ariz. Ct. App. Mar. 21, 2023) (Memorandum Decision) citing
18 *Ahston-Blair v. Merrill*, 187 Ariz. 315, 316 (1996).

19 “The rule of law depends largely upon civil discourse in the peaceful resolution of legitimate
20 disputes upon their legal merits.” *Ramos v. Nichols*, 252 Ariz. 519, 524, (Div. 1, 2022)
21 (discussing the basis for a \$500 sanction). Abusive language in court filings “constitutes an
22 affront to the dignity of the judicial process and the people of this state that rely on it in
23 resolving their disputes.” *Id.*

24 Atty. Gallacher’s *ad hominem* attacks expressed in derogatory opinions, are baseless
25 and have no bearing on the matter before the Court. These attacks appear in a public
26 record and Trust counsel is compelled to respond – The ALJ was given proper respect. I
27 walked out of the ALJ hearing room in a calm and unhurried manner. In doing so, I
28 stated, “Have a good day Judge.” She responded, “And, you as well.” Furthermore, the

1 ALJ “Order Vacating the Hearing” shows the ALJ did, in fact, fully discuss the
2 peremptory removal in an informal meeting with the parties; there was no impropriety by
3 me.

4 //

Dated this 27th day of December, 2025.

/s/ *John F. Sullivan*

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CERTIFICATE of SERVICE

A copy hereof shall be sent via the Court’s electronic filing and delivery system 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; and,

Asst. Attorney General Kara Karlson (counsel for Defendant’s Eigenheer & Abramsohn) at
Kara.Karlson@azag.gov.

A courtesy copy shall be sent to:

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

/s/ *John F. Sullivan*

Counsel for AZNH Revocable Trust