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8 **COURT OF APPEALS**  
9 **STATE OF ARIZONA**  
10 **DIVISION ONE**

11 GORDON GROSS and LILIANA  
GROSS, husband and wife; 854 PINE  
12 CREEK, LLC, an Arizona limited  
liability company; BALD EAGLE  
13 RETREAT, LLC, an Arizona limited  
liability company; 1501 RAINBOW  
14 VIEW, LLC, an Arizona limited liability  
company; LAKESIDE FAMILY  
15 INVESTMENTS, LLC, an Arizona  
limited liability company; STEVEN A.  
16 KERNAGIS and SANDRA K.  
KERNAGIS, trustees of the STEVEN  
17 AND SANDRA KERNAGIS TRUST  
DATED MARCH 17, 2014; THOMAS  
18 P. ZEHRING and JEANNETTE ROSE  
ZEHRING, trustees of the ZEHRING  
19 LIVING TRUST DATED MARCH 1,  
2001; and JEANNETTE ZEHRING;  
20 RONALD D. KYER, JR. and DESIREE  
KYER, husband and wife,

21 Plaintiffs/Appellees,

22 vs.

23 THE SHORES AT RAINBOW LAKE  
COMMUNITY ASSOCIATION, an  
24 Arizona nonprofit corporation,

25 Defendant/Appellant.  
26

Court of Appeals  
Division One  
No. 1 CA-CV 23-0394

Navajo County  
Superior Court  
No. S0900CV202200042

**NOTICE OF FILING  
TRANSCRIPTS**

1 Appellant The Shores at Rainbow Lake Community Association gives notice to  
2 the Court and all parties that the following transcripts were ordered, paid for and obtained  
3 for the hearings held on April 24, 2023 and May 17, 2023. Copies of these transcripts  
4 are attached to this Notice.

5 Appellant believes all transcripts from prior hearings are found in the Superior  
6 Court's file and will be noted on the docket received from the Superior Court, including:

- 7 1. Hearing of April 6, 2022 (filed with the Superior Court on March 23, 2023);
- 8 2. Hearing of July 18, 2022 (filed with the Superior Court on February 15,  
9 2023);
- 10 3. Hearing of April 24, 2023 (attached hereto); and
- 11 4. Hearing of May 17, 2023 (attached hereto).

12 DATED this 6<sup>th</sup> day of July, 2023.

13 JENNINGS HAUG KELEHER McLEOD LLP

14 /s/ James L. Csontos

15 Jack R. Cunningham

16 James L. Csontos

17 Attorneys for Defendant The Shores at  
18 Rainbow Lake Community Association

19 E-FILED and a copy of the foregoing mailed  
20 and e-mailed this 6<sup>th</sup> day of July, 2023, to:

21 Rick K. Carter  
22 Matthew A. Klopp  
23 Stockton D. Banfield  
24 Joseph R. Rainey  
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Co-Counsl for Plaintiffs/Appellees

/s/ Angela Robison

IN THE SUPERIOR COURT IN THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

GORDON GROSS, et. al,	)	CASE NUMBER
	)	CV202200042
Plaintiffs,	)	
	)	
vs.	)	
	)	STATUS CONFERENCE
THE SHORES AT RAINBOW LAKE,	)	
	)	
Defendants.	)	
_____	)	

TRANSCRIPT OF DIGITALLY TAPED PROCEEDINGS OF THE COURT

BEFORE THE HONORABLE JUDGE RUECHEL,  
JUDGE OF THE SUPERIOR COURT, DIVISION IV

April 24, 2023  
Holbrook, Arizona

TRANSCRIBED BY:

KELLY PALMER, RPR  
CERTIFIED REPORTER  
AZ #50298

A P P E A R A N C E S

FOR THE PLAINTIFFS: (Appearing via Zoom)

MATTHEW KLOPP  
DYER BREGMAN FERRIS WONG & CARTER, PLLC  
Phoenix, Arizona 85012

FOR THE DEFENDANTS: (Appearing via Zoom)

JIM CSONTOS  
JENNINGS HAUG KELECHER MCLEOD LLP  
Phoenix, Arizona 85004

## 1 P R O C E E D I N G S

2

3 THE COURT: We are on the record in Case Number  
4 CV202200042, in the matter of Gordon Gross, et. al, vs. The  
5 Shores at Rainbow Lake Community Association. Mr. Klopp is  
6 appearing virtually on behalf of plaintiffs, and Mr. Csontos  
7 is appearing virtually on behalf of The Shores at Rainbow Lake  
8 Community Association. Good afternoon.

9 MR. KLOPP: Good afternoon.

10 THE COURT: Okay. The Court received the response from  
11 the Court of Appeals, as I'm sure that both parties have, and  
12 so I set this for a status conference to see how we want to  
13 move forward. Since then I noticed that Mr. Csontos has filed  
14 an amended final judgment, so I'll go ahead and start with  
15 you, Mr. Csontos, can you give the Court an update in where  
16 you believe we need to go from here.

17 MR. CSONTOS: Yes, Your Honor, thank you. I think what  
18 happened is after Your Honor made the order on the cross  
19 motions for partial summary judgment, plaintiffs rushed in and  
20 lodged a form of judgment that was a little bit premature  
21 because it didn't deal with all the other claims that they had  
22 listed in the April 25th motion for partial summary judgment,  
23 when they said here's the remaining claims that will still be  
24 outstanding after the Court issues this order. I know  
25 Your Honor gave them a chance to clarify themselves when you

1 issued your November 10th order asking them to tell you, don't  
2 you want me to actually dismiss all other remaining claims?  
3 And they said, heck no, we don't want you to say that in the  
4 judgment, even though that's our intent, we do intend to  
5 dismiss. And that's how we got up to the Court of Appeals,  
6 and now we're back to resolve the remaining claims. A written  
7 order or judgment that the Court adjudicate, even though  
8 plaintiffs indicated their intent that they intended to  
9 dismiss the remaining claims. I lodged a form of judgment  
10 that would include, you know, this is subparagraph that says  
11 all remaining claims are dismissed or something to that  
12 effect, vacating or relinquishing the prior judgment with the  
13 new judgment and including the finality language the Court  
14 seeks. And I believe that would cure what the Court of  
15 Appeals is mentioning when they said, well, we still don't  
16 know what happened to those other claims, there's no Court  
17 order telling us that.

18 THE COURT: Thank you. Mr. Klopp, what is your  
19 position, and how you propose we move forward.

20 MR. KLOPP: (Indiscernible) Your Honor, I don't think  
21 we need to rehash how we got to where we are. I just see  
22 Mr. Csontos's notice of lodging, and it's on my end to file  
23 today or tomorrow or possibly the day after, depending on how  
24 busy staff is here, but in the next few days an objection to  
25 that and our own form of amended judgment. And I think the

1 issue -- defendant's proposed form are laid out there. Unless  
2 it would be helpful for the Court, I don't know that we need  
3 to discuss it further, rather than just bring it to some  
4 disposition so the parties can appeal or not appeal,  
5 depending.

6 The only thought I had with respect to moving forward  
7 is I had seen the order from the Court of Appeals dismissing  
8 for lack of jurisdiction, but I haven't seen a mandate yet,  
9 and defendants have lodged a form of judgment, I'm not sure  
10 that's, procedurally it might be premature, and I only am  
11 lodging an objection (indiscernible) because of the short  
12 timeframe, didn't want to have any issues about timeliness  
13 later, but depending on what that mandate says, that may give  
14 additional directives with respect to disposition of this case  
15 that aren't discussed in the order from the Court of Appeals.

16 I would suggest that perhaps, you know, even if  
17 everything is teed up in front of the Court, until there's a  
18 mandate probably shouldn't do anything further.

19 THE COURT: Good point. I think all of us were trying,  
20 or some of us were trying to be too efficient and actually  
21 made the case last longer. Mr. Csontos -- and of course I set  
22 this for a status conference before the proposed amended final  
23 judgment was filed on behalf of defendants -- Mr. Csontos, do  
24 you have any response at this time?

25 MR. CSONTOS: Judge, it's important to understand how

1 the Court of Appeals works. They don't issue mandates on a  
2 case over which they have no jurisdiction, because a mandate  
3 would be directing you to do something that the Court of  
4 Appeals has decided an issue, but where they never had  
5 jurisdiction to begin with, all they do is an order dismissing  
6 the appeal. So we don't need to wait for any mandate. I  
7 believe Your Honor can address their form of judgment when  
8 they lodge it, and we'll try to do our best to avoid having to  
9 come back to this Court again unless we want something  
10 corrected.

11 THE COURT: Okay. As far as Mr. Klopp indicating that  
12 he's going to be filing an objection to your amended final  
13 judgment, do we want to go ahead and set a hearing in 20 days  
14 to address that or do you want to wait and see what their  
15 objection is and file a reply?

16 MR. CSONTOS: Your Honor, it would be beneficial to  
17 have something on the calendar, I think just so we don't lose  
18 track of this case. I would respond to the objection within  
19 three days.

20 THE COURT: Mr. Klopp, does that make sense to you as  
21 well?

22 MR. KLOPP: Yeah, that's fine (indiscernible)  
23 turnaround, objection and replies, that may be a turnaround in  
24 contemplation of a hearing date.

25 THE COURT: So?

1 MR. KLOPP: So yes.

2 THE COURT: Okay. So the 21 days would be the 15th, so  
3 let's look and see what is on your calendar for that day.  
4 Hold on, please. Okay, I can -- sorry, I have a jury trial  
5 that week, so I'm just looking to see when -- usually I let  
6 the jury have an hour and a half for lunch, so I could set it  
7 for Wednesday, May 17th at 1:00, if that works with everyone  
8 else's calendar.

9 MR. CSONTOS: Yes, Your Honor.

10 THE COURT: Okay. I think I heard a consensus from  
11 both parties, so we'll set this for hearing on the proposed  
12 final judgment, we'll call it for Monday, May 17th at  
13 1:00 p.m. All parties and counsel may appear by Zoom or by  
14 phone. Is there anything else?

15 MR. CSONTOS: Your Honor, you did say Wednesday on the  
16 17th?

17 THE COURT: Yes.

18 MR. CSONTOS: Okay, thank you.

19 THE COURT: Yes, Wednesday, May 17th. Thank you all  
20 very much. And we stand adjourned.

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C E R T I F I C A T E

STATE OF ARIZONA  
COUNTY OF NAVAJO

I, Kelly Palmer, Official Reporter, in and for the State of Arizona, do hereby certify that the foregoing pages, numbered 2 through 7, inclusive, constitute a full, true and accurate transcript of all DIGITALLY TAPED proceedings the Court had on the 24th day of April, 2023, in the above-entitled matter. All done to the best of my knowledge, skill and ability, and in compliance with ethical obligations.

Dated this 26th day of June, 2023.

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Kelly Palmer, RPR  
Certified Reporter  
AZ #50298

IN THE SUPERIOR COURT IN THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF NAVAJO

GORDON A. GROSS, et. al,	)	CASE NUMBER
	)	CV202200042
Plaintiff,	)	
	)	
vs.	)	
	)	HEARING RE AMENDED
THE SHORES AT RAINBOW LAKE,	)	JUDGEMENT
	)	
Defendants.	)	
_____	)	

TRANSCRIPT OF DIGITALLY TAPED PROCEEDINGS OF THE COURT

BEFORE THE HONORABLE JUDGE RUECHEL,  
JUDGE OF THE SUPERIOR COURT, DIVISION IV

May 17, 2023  
Holbrook, Arizona

TRANSCRIBED BY:

KELLY PALMER, RPR  
CERTIFIED REPORTER  
AZ #50298

A P P E A R A N C E S

FOR THE PLAINTIFFS: (Appearing via Zoom)

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Phoenix, Arizona 85012

FOR THE DEFENDANTS: (Appearing via Zoom)

JIM CSONTOS  
JENNINGS HAUG KELECHER MCLEOD LLP  
Phoenix, Arizona 85004

## P R O C E E D I N G S

1  
2  
3 THE COURT: On the record in Case Number CV2022-42, in  
4 the matter of Gordon Gross, et. al, vs. The Shores at Rainbow  
5 Lake Community Association. This is the date and time set for  
6 the hearing to address the amended final judgment. Mr. Klopp  
7 is appearing telephonically -- virtually on behalf of  
8 plaintiffs, and Mr. Csontos is appearing virtually on behalf  
9 of the defendant.

10 The Court has reviewed both proposed amended final  
11 judgments as well as the response and reply. Mr. Klopp, do  
12 you have anything else you would like to add at this time?

13 MR. KLOPP: No, Your Honor. Unless you have any  
14 questions for plaintiffs, I think it's well briefed by all  
15 sides.

16 THE COURT: Okay, thank you. Can you tell me what you  
17 believe is incorrect, if anything, about the defendant's  
18 amended final judgment.

19 MR. KLOPP: Sure, Your Honor. Two things. One, this  
20 is set forth in our objection so I don't want to repeat it,  
21 you know, overly, but to summarize that, one, is asking to  
22 dismiss all claims -- and this is paragraph 5 -- all claims  
23 that were alleged or that could have been asserted. I think  
24 as an initial matter that goes beyond, and I believe, and I  
25 don't want to put words in Mr. Csontos' mouth, but I believe

1 his position is that addressed the Court of Appeals' decision.  
2 And my takeaway from the Court of Appeals' decision on this  
3 was purely that there needed to be something in the judgment  
4 that addressed it, how to. And so plaintiff's proposed  
5 judgment makes it clear Count II is being dismissed. Problem  
6 here is there are lots of things that in theory could have  
7 been asserted, you know, that maybe doesn't even arise out of  
8 the same, you know, operative nucleus. For instance, if one  
9 of the plaintiffs had tripped and fallen in the rec center  
10 that the association runs, that could have been asserted here,  
11 that's not something to be dismissed. I'm not aware of any  
12 such claims, but I think that goes beyond what the Court of  
13 Appeals wants to have done.

14 The second issue is the defendant's, the judgment, I  
15 think it's going beyond the blue penciling. It's asking the  
16 Court to also make these findings or conclusions. I suppose  
17 I'm not entirely sure what you would call them, but with  
18 respect to the validity of the first amendment and Subsection  
19 A that's been stricken as to people who had purchased after  
20 the date of the recording, and I think that really goes beyond  
21 what the Court is permitted to do. Under Calloway you are  
22 suppose to blue pencil that restriction, and it's blue  
23 penciled for everybody because we set forth, and it's in  
24 Dreamland, it's in another case from the Court of Appeals,  
25 Stevens vs. Landmark Partners, and just a general principle of

1 property law, negative reciprocal covenants have to apply to  
2 everybody unless there's some reason in the original document,  
3 if you were dealing with different sections in the community  
4 or something where they would be treated differently, but as  
5 of that they have to apply to everybody. So because the  
6 Subsection A doesn't apply to the plaintiffs, it can't apply  
7 to anybody regardless of when they purchased. I think that's  
8 the, you know, probably the crux of the problems with the  
9 defendant's form of judgment. And the second issue is the  
10 timing that would apply is probably, I would imagine, the  
11 issue that the defendant has the biggest dispute with. Did I  
12 answer your question?

13 THE COURT: Yes, I appreciate that. And so I guess  
14 then my question is: If I were to use their final judgment  
15 but take out the portions that say, could have been asserted  
16 in this litigation on page 3 line 4, and then change it to  
17 being as to owners, period, on page 2 line 24, would that  
18 address your concerns?

19 MR. KLOPP: It would be -- I just want -- so page 2  
20 line -- it would be page 2 paragraph 2. On mine it's printed  
21 on line 22, so that it's invalid as against owners, period.  
22 And then removing the, who took title on or before March 3rd.

23 THE COURT: Yes, thank you. I was looking at the next  
24 paragraph. Thank you.

25 MR. KLOPP: It would have to be a similar revision, it

1 would be paragraph 3, but it would be at the top of page 3,  
2 and it would be, you know, with the Court finds by this Court  
3 to be invalid, and then just say, as shown as stricken is  
4 attached.

5 THE COURT: Okay. Yeah, when I printed it out that was  
6 still at the bottom of page 2. I don't know why it came out  
7 differently.

8 MR. KLOPP: I think those would be, hopefully resolve  
9 that issue, resolve the problems.

10 THE COURT: Okay. But you still believe -- sorry --  
11 but you still believe yours is more accurate, correct?

12 MR. KLOPP: I would think so. I think partly that's  
13 really from -- with those changes they become pretty similar.  
14 The only item that remains, and I guess we had ours also makes  
15 clear that this judgment relates back-in-time. I don't know,  
16 I sometimes look at these from the title perspective and what  
17 is going to make the job easier for the title company later  
18 and, yeah, it's an interesting question coming out of  
19 Calloway, how you deal with the remedy in this sort of case,  
20 but if you strike those portions of defendant's form of  
21 judgment, I think you get something that is more or less what  
22 plaintiffs had proposed.

23 THE COURT: All right, thank you.

24 MR. KLOPP: Uh-huh.

25 THE COURT: Mr. Csontos, do you have any remarks you

1 would like to make? I'll start there.

2 MR. CSONTOS: No, Your Honor. If I understand the  
3 language that plaintiffs are objecting to in paragraph 2 and 3  
4 of the form of judgment I lodged, you know, I disagree with it  
5 but I understand what they are seeking, and it does match what  
6 they are saying should happen. I do believe that the Court  
7 should, you know, go ahead and comply with Calloway and use  
8 the blue pencil rule and attach a copy of the blue pencil  
9 CC&R's to the judgment, otherwise we might be back. And I am  
10 still struggling with what happened to the other claims  
11 alleged in Count I, that aren't being dismissed, when would  
12 Your Honor like to set a trial on the other claims? Because I  
13 want to make sure I get those claims dismissed as well, and  
14 then we can add the final judgment, because then we'll have  
15 addressed all the claims, including the claims alleged in  
16 paragraph 70.75.

17 THE COURT: Okay. Do you mean defendant's claims?

18 MR. CSONTOS: No, plaintiff's allege that paragraph 74  
19 and 75 of their amended complaint that vis-a-vie portions of  
20 the amendment you found valid, could be found invalid because  
21 it's (indiscernible) by these or other things that happened  
22 during the election. So I want an adjudication of those  
23 claims. So maybe we should set a trial on those claims first  
24 and then we can talk about the final judgment later, because  
25 right now plaintiffs are making it very clear that they are

1 dismissing those claims, yet they want to dismiss Count II but  
2 they don't want to dismiss the claims alleged in Count I.

3 THE COURT: Okay. If we look at their proposed  
4 judgment, the Court concludes that all the plaintiff's  
5 alleged -- all their claims plaintiff alleged are dismissed  
6 with prejudice. So how do you believe that leaves the  
7 other --

8 MR. CSONTOS: If that's the judgment, it would be fine,  
9 that's the defendant's form of judgment. The plaintiff's says  
10 Count II is dismissed.

11 THE COURT: Okay. And --

12 MR. CSONTOS: So it would be confusing, the two  
13 different forms, but what you discuss in paragraph 5 of the  
14 defendant's form, I understand, and I understand their  
15 objection that they should not have the language or that could  
16 be asserted even though that comes right out of the Supreme  
17 Court decisions talking about whether it does or doesn't, but  
18 I think it's important that all claims are dismissed and not  
19 just counts.

20 MR. KLOPP: Your Honor, if I can address that. Perhaps  
21 this would (indiscernible) speaking across each other or  
22 there's a misunderstanding in the defendant's brief, those  
23 allegations were I think in furtherance of Count I.  
24 Plaintiff's proposed form of judgment adjudicated Count I by  
25 adjudicating it as it does. I guess I don't -- plaintiff's

1 perspective, those other allegations are standalone claims,  
2 and it makes it being adjudicated, as it's being adjudicated,  
3 and Count II is dismissed, and any other claims that otherwise  
4 are asserted, are to be asserted will be dismissed. And  
5 plaintiffs have no desire or intention to go litigate the  
6 (indiscernible) the entirety of this case was about  
7 invalidating Subsection A, if you look at the complaint as a  
8 whole. So from plaintiff's perspective, the resolution of the  
9 temporal leasing restriction, and then the clear dismissal of  
10 Count II would resolve everything. So if having the language  
11 from paragraph 5 in accordance with plaintiff's request to  
12 dismiss all remaining claims, the Court concludes all other  
13 claims the plaintiffs allege in this litigation are dismissed  
14 with prejudice, I think that would -- it sounds like that  
15 would resolve defendant's concern with respect to  
16 paragraph 77, 78, and I think that makes sense from our  
17 perspective.

18 MR. CSONTOS: It does make sense under defendant's  
19 form, you're right, Your Honor, it does.

20 THE COURT: Okay. Then you still have other issues  
21 that you think it leaves open, Mr. Csontos?

22 MR. CSONTOS: No. Dismissing all other claims alleged  
23 in this litigation, that is clear enough to make this a  
24 judgment.

25 THE COURT: Okay. And then to the relation-back to

1 March 3rd, plaintiffs are saying that that date should be  
2 taken out. Do you have a response to that?

3 MR. CSONTOS: Well, Your Honor, the language you  
4 pointed out in paragraph 2 and 3, I understand what they are  
5 saying, that as to owners took title on or about March 3rd,  
6 2021. I disagree with their revision to this form, and I  
7 don't know of any authority that would support that, that  
8 claim, because I don't know of any authority that says these  
9 decisions like these relate back. But at least I understand  
10 what they are talking about and, you know, without waiving my  
11 claim that my language is correct, if that's what Your Honor's  
12 final decision is, to strike those phrases, I understand what  
13 is being done. I still think it will be a final judgment as  
14 opposed to something that would be not binding.

15 THE COURT: And moving on to what I understand  
16 Mr. Csontos's second concern is, whether there needs to be the  
17 attachment, the blue line attachment. Do you have a response  
18 to that, Mr. Klopp?

19 MR. KLOPP: Well, you know, I understand when we redo  
20 decisions (indiscernible) they show how blue pencilling works,  
21 and my understanding, and I could be wrong and perhaps  
22 Mr. Csontos is correct, I don't know that it's required. I  
23 don't know that it matters here. If one is attached, I don't  
24 think plaintiffs would object as long as it's clearly striking  
25 the entirety of that Subsection A, as he had done. To be

1 honest, the only reason plaintiffs hadn't done it is I didn't  
2 have a ruler to make it pretty and, two, we recently moved  
3 offices and my ability to upload things through the scanner is  
4 a little bit compromised at this time, until I figure out some  
5 of the new technology and, three, because we are striking the  
6 entirety of the one whole subsection and leaving the  
7 remainder, it seems like this is one we could do without  
8 having that attached versus if you look at Calloway, Calloway  
9 the Court was striking phrases within a sentence, so it's  
10 obviously going to be clearer for the reader, you can actually  
11 see the strike through here. I don't know that it was  
12 necessary but that's fine. The copy attached striking  
13 Subsection A in its entirety I think would be keeping with  
14 what ours had stated, and just declaratory form with what  
15 Calloway is doing, subject to the, I don't know that that's  
16 necessary, this case has been resolved both on the law and  
17 (indiscernible) so, you know, as long as -- I don't think the  
18 Court is affirming there was a particular percentage of the  
19 votes or membership that voted, and there are some recitals in  
20 here, but what the Court is finding, Subsection A is stricken  
21 as a matter of law, I think attaching this copy that he has  
22 would be fine. I don't know that it's necessary. I don't  
23 know that we need to argue about it though.

24 THE COURT: All right. I just -- I don't mind getting  
25 cases back because I made an error in law or there's new law

1 but, yeah, I don't want to keep getting the same one back  
2 because I didn't have enough in it, in the final judgment.

3 MR. KLOPP: That's fair, Your Honor, and I'm fine with  
4 attaching this copy of defendant's.

5 THE COURT: Okay. Then what the Court is going to do  
6 is I'm going to sign the amended final judgment that was  
7 proposed by defendant's with the modifications specifically to  
8 paragraph 2, mine is line 19, where it says is invalid as  
9 against owners, as to the placement as shown in the 2021  
10 amendment of Section 2.30(a), and then I would also take out  
11 the dates in paragraph 3, specifically the next to last line.  
12 And then changing paragraph 5, in this litigation -- the  
13 plaintiff's alleged in this litigation are dismissed with  
14 prejudice. And then I am going to go ahead and attach the  
15 blue line amendment, again, just because I don't want to delay  
16 a ruling from the Court of Appeals on that basis. Is there  
17 anything else? Am I missing anything?

18 MR. KLOPP: Your Honor, I think you described language  
19 we didn't discuss in paragraph 2. I think the only words in  
20 paragraph 2, following the bold and invalid, and being as  
21 against owners until title on or before March 3, 2021, that  
22 would be the language I think we are discussing. Make leaving  
23 the rest of the sentence as to the placement shown intact.

24 THE COURT: Yes. The only words that would be taken  
25 out of that line are who took title on or before March 3rd,

1 2021.

2 MR. KLOPP: Okay.

3 THE COURT: And then the comma. Anything else?

4 MR. KLOPP: Would you like us to resubmit something,  
5 Your Honor, or do you have the word version?

6 THE COURT: Actually, if you wouldn't mind I would like  
7 you to resubmit it. Well, what I would like is, can you send  
8 a pdf copy directly to my judicial assistance? Because for  
9 some reason we're having trouble getting -- turning things  
10 into pdf format so I can modify it without just using  
11 whiteout.

12 MR. KLOPP: Yes, Your Honor. Would that be who I  
13 received the email link to today's hearing?

14 THE COURT: She's here and I'll let her spell her last  
15 name, because even after six months I'm not good at it. Here  
16 she comes.

17 JUDICIAL ASSISTANT: Yes, I'm the one that sent you the  
18 link. It's lbielefeldt@courts.az.gov.

19 MR. KLOPP: Okay, I'm set. I didn't have my pencil  
20 ready.

21 JUDICIAL ASSISTANT: Okay. L-b-i-e-l-e-f, as in  
22 frank --

23 MR. KLOPP: Okay, I got it now. I have it now.

24 JUDICIAL ASSISTANT: Thank you.

25 THE COURT: Good timing, thank you.

1 JUDICIAL ASSISTANT: You're very welcome.

2 THE COURT: Anything else?

3 MR. KLOPP: Nothing here, Your Honor.

4 THE COURT: All right.

5 MR. CSONTOS: No, Your Honor.

6 THE COURT: All right, thank you very much. We'll try  
7 to get this out today so we can move forward. Thank you.

8 MR. KLOPP: Thank you, Your Honor.

9 THE COURT: We stand adjourned.

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STATE OF ARIZONA  
COUNTY OF NAVAJO

I, Kelly Palmer, Official Reporter, in and for  
the State of Arizona, do hereby certify that the  
foregoing pages, numbered 2 through 14, inclusive,  
constitute a full, true and accurate transcript of all  
DIGITALLY TAPED proceedings the Court had on the 17th  
day of May, 2023, in the above-entitled matter. All  
done to the best of my knowledge, skill and ability, and  
in compliance with ethical obligations.

Dated this 26th day of June, 2023.

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Kelly Palmer, RPR  
Certified Reporter  
AZ #50298