Clerk of the Superior Court
*** Electronically Filed ***
07/11/2025 8:00 AM

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-002634 07/09/2025

HONORABLE JENNIFER RYAN-TOUHILL

CLERK OF THE COURT
C. Lockhart
Deputy

THOMAS J GUSICH

JONATHAN A DESSAULES

v.

SUN CITY GRAND COMMUNITY ASSOCIATION INC

LAUREN ELLIOTT STINE

DANIEL G ROBERTS
JUDGE RYAN-TOUHILL

RULING

Before the Court is Defendant's April 9, 2025, *Motion to Dismiss Plaintiff's First Amended Complaint* (MTD), Plaintiff's April 25, 2025, *Response to Motion to Dismiss*, and Defendant's May 8, 2025, *Reply in Support of Its Motion to Dismiss Plaintiff's First Amended Complaint*. For this Ruling, the Court has considered the filings and arguments presented by Defendant, the applicable authority and law, and the relevant record of the case.

Preliminarily, the Court owes the parties an apology. The Court previously set the parties' evidentiary hearing for May 22, 2025, and simply forgot that the Court consolidated the MTD with the evidentiary hearing. The Court cannot recall why it decided to consolidate the hearings—they serve two different purposes and time spent on one (e.g., calling witnesses) would have limited time to address the other (e.g., present oral argument). Regardless, the parties and Court reset the oral argument for June 24, 2025.[1]

[1] The evidentiary hearing is continued to July 24, 2025.

The parties presented oral argument. The Court now rules.

A motion to dismiss is not a procedure by which the Court will resolve disputes over facts or the merits of the parties' case; instead, the narrow question before this Court is whether Plaintiff's alleged facts are sufficient to allowing Plaintiff to prevail. *Coleman v. City of Mesa*, 230 Ariz. 352, 356, ¶ 8 (2012). After consideration of Plaintiff's allegations and assuming the truth therein, this Court finds that Defendant is entitled to dismissal "as a matter of law, on any interpretation of the facts." *Id.*; *Fid. Sec. Life Ins. Co. v. State Dep't of Ins.,* 191 Ariz. 222, 224 ¶ 4 (1998).

Claims

On January 22, 2025, Plaintiff filed suit against Sun City Grand Community Association, an HOA. Per Plaintiff, who was elected to the HOA Board of Directors in April 2024, other members of the Board did not want Plaintiff to serve and "began attempts to implement a code of conduct that would allow the Majority to police, discipline, and publicly criticize the activities, speech, and conduct of other directors." *Complaint*, p. 3, ¶ 12. Plaintiff alleged the Board adopted standards "to sideline and silence" Plaintiff. *Id*. at ¶ 14. These standards, called the Grand Standards, purportedly "allow a majority of the Board to punish and publicly berate minority members" for acting contrary to what the majority wants. *Id*., p. 4, ¶ 18.

Plaintiff accused the HOA of disparagement, defamation, and painting Plaintiff in a false light. The majority then emailed the community at large to discuss the Board's concerns over Plaintiff. Per Plaintiff, the majority has also sought to intimidate other Board members who refused "to participate in the campaign against" Plaintiff. *Id*., p. 6, ¶ 24. Plaintiff accused Defendant HOA of continued public disparaging Plaintiff, both in community meetings and in email communications and, at times, violated disclosure by providing community members with information disclosed during confidential meetings. Any support received by Plaintiff resulted in either admonishment from the Board or initiation of disciplinary proceedings.

Currently, Plaintiff is excluded from meetings, participating in Board decisions, and otherwise acting as a duly elected member of the HOA Board of Directors. Plaintiff seeks declaratory relief, claims breach of contract, and wants an injunction against Defendant. Plaintiff amended his complaint on February 20, 2025, alleging that the majority of the Board published a post on Nextdoor app, seeking Plaintiff's recall from office. Plaintiff also alleged the Board created a website to recall Plaintiff but "has not yet been launched[.]" *First Amended Complaint*, p. 8, ¶ 36. Finally, Plaintiff claimed that the Board excluded him from a meeting on February 8, 2025. Plaintiff now seeks declaratory relief regarding the Grand Standards (code of conduct) along with the recall election, and sues for breach of contract (indemnification).

Defendant HOA has not filed an answer but instead filed a motion to dismiss.

Jurisdiction, Standing Generally

The superior court has jurisdiction over requests for declaratory relief A.R.S. § 12-1831 (courts "shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed."). Harm is irreparable when it is "not remediable by damages." *Shoen v. Shoen*, 167 Ariz. 58, 63 (App. 1992). An underlying claim for declaratory relief cannot result in money damages—if money may remediate the problem, the harm is not irreparable. A.R.S. § 12-1831 *et seq*.

Plaintiff requests relief under Arizona's Uniform Declaratory Judgments Act, A.R.S.§§ 12-1831 to -1846 (UDJA). The act provides that "[a]ny person. . . whose rights, status or other legal relations are affected by a statute. . . may have determined any question of construction or validity arising under the [statute] and obtain a declaration of rights, status or other legal relations thereunder." A.R.S § 12-1832. If rights are affected by a statute, a plaintiff "need not demonstrate past injury or prejudice so long as the relief sought is not advisory." *Ariz. Sch. Bds. Ass'n, Inc. v. State*, 252 Ariz. 219, 224 ¶ 16 (2022)(citation omitted). "Although a declaratory judgment action is remedial and should be 'liberally construed and administered,' a plaintiff must have 'an actual or real interest in the matter for determination.'" *Id*. (citation omitted).

A plaintiff establishes standing by alleging "a distinct and palpable injury." *Sears v. Hull*, 192 Ariz. 65, 69 ¶ 16 (1998). "[A] generalized harm shared by all or by a large class of people is generally insufficient." *Mills v. Ariz. Bd. Of Technical Registration*, 253 Ariz. 415, 423 ¶ 24 (2022); *Ariz. Creditors Bar Ass'n, Inc. v. State*, 257 Ariz. 406, 410, ¶ 11 (App. 2024). Plaintiff is not required to be injured before the Court may address the claims. "The key inquiry in the absence of actual injury is whether an actual controversy exists between the parties." *Mills* 253 Ariz. at 424 ¶ 29. Vague allegations of harm are insufficient to confer standing.

Homeowner's Associations

In Arizona, homeowner associations are subject to limitations under state law and common law principles. Interpretation of CC&Rs and amendments are questions of law. *Powell v. Washburn*, 211 Ariz. 553 (2006). Terms of the documents are not disputed facts that require a trial—the inquiry into the documents is objective, not subjective. *Gross v. Shores at Rainbow Lake Community Ass'n*, 258 Ariz. 265, ¶ 15 (App. 2024). When an HOA violates Arizona law, a member can sue for declaratory relief and damages, among other causes of action. Moreover, the law requires an HOA to act reasonably. *Tierra Ranchos Homeowners Ass'n v. Kitchukov*, 216 Ariz. 195 (App. 2007). In *Tierra Ranchos*, the court adopted the Restatement (Third) of Property: Servitudes § 6.13 (2000), which blended both a reasonableness and business judgment rule, which requires the owner to establish the HOA acted unreasonably. *Id*., ¶¶ 25-27.

Defendant Sun City Grand (HOA), a non-profit entity, "is a planned community located in Surprise, Arizona[,]" managed by a board of directors (Board), and of which Defendant is a former member of the Board. The HOA is governed through their CC&Rs and bylaws, while the Board manages the HOA.

Defendant was elected to the Board on April 1, 2024. MTD, p. 4, ¶ 4. The HOA removed Defendant from his position on or around February 24, 2025. Defendant sued.

Analysis

Plaintiff disputes the validity of his removal from the Board. Defendant, arguing Plaintiff was properly removed, contends Plaintiff has no standing to sue for declaratory relief. Further, Defendant argues Plaintiff's request for indemnification is unsupported by the CC&Rs, bylaws, and case law.

In November 2024, members of the HOA initiated a petition for Plaintiff's removal. On February 7, 2025, the HOA received the petition. On February 10, 2025, the HOA notified members of a special meeting set for February 24, 2025. On February 12, 2025, the HOA again notified members of the special meeting. On February 24, 2025, at the special meeting, members voted to remove Plaintiff.

The Court first addresses the special meeting held on February 24, 2025. Article II, Section 2.4 states:

> Special Membership Meeting. The President may call a special membership meeting. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members holding at least 10% of the voting power of the Association. In the case of a special meeting held for the purpose of removing directors a meeting shall be called and held as provided in section 3.5 and Arizona law.

First Amended Complaint (FAC), Ex. 2, p. 1. Section 2.4 provides three ways an HOA may hold a special meeting: one, the president decides to do so; two, the Board passes a resolution for a special meeting; or three, 10% or more of the HOA members submit a petition. The first option—hold a meeting because the president says so—is discretionary. The other two options are mandatory. Consequently, nothing prevented the special meeting held on February 24, 2025. The HOA could have held the meeting simply because the President wanted to do so, regardless of the Board's February 8, 2025, vote to hold a meeting or receipt of a petition. FAC, Ex. 9.

If a special meeting is held to remove a board member, that is controlled by Section 3.5 and Arizona law. Article III (A), Section 3.5 states:

> Removal of Director and Vacancies. Any director may be removed, with or without cause, by a majority vote of those Members voting on the matter at a meeting of the Members in accordance with Arizona law. Any director whose removal is sought shall be given notice prior to any meeting called and noticed in accordance with Arizona law for that purpose or prior to any recall vote. [ ]

FAC, Ex. 2, p. 4. Turning to Arizona law, the Court finds a few mechanisms by which a board member may be removed from a board of directors. A.R.S. § 10-3808(A) states, "A director may be removed from office pursuant to any procedure provided in the articles of incorporation or bylaws." A.R.S § 10-3809(A) states, "A designated director may be removed by an amendment to the articles of incorporation or bylaws deleting or changing the designation." A.R.S. § 10-3810 allows for removal of a director by the court under certain circumstances. Finally, A.R.S. § 33-1813 contains provisions for removal of a director:

> A. Notwithstanding any provision of the declaration or bylaws to the contrary, all of the following apply to a meeting at which a member of the board of directors. . . is proposed to be removed from the board of directors:
>
> 1. The members of the association who are eligible to vote at the time of the meeting may remove any member of the board of directors. . . by a majority vote of those voting on the matter at a meeting of the members.
>
> 2. The meeting of the members shall be called pursuant to this section and action may be taken only if a quorum is present.
>
> 3. The members of the association may remove any member of the board of directors with or without cause[.]
>
> 4. For purposes of calling for removal of a member of the board of directors. . . [on receipt of a petition, the board shall call a special meeting].

Thus, depending upon circumstances, a board member may be removed from office through various means. Additionally, one statute does not override or conflict with another statute simply because multiple statutes provide a path to relief.

Plaintiff argues A.R.S. § 33-1813 explicitly governs removal of an HOA board member; Title 10 is inapplicable. Not so. Plaintiff himself acknowledges the interplay of Title 10 and Title 33 when relying upon A.R.S. § 10-3304 to challenge the HOA's actions. (Any member can challenge corporate action if the corporation lacked the power to act.) An HOA is a non-profit corporation, created pursuant to a declaration, which has the power to manage the association.

A.R.S. § 33-1802(1). By its very definition an HOA is a non-profit corporation and, as such, is *also* controlled by Title 10.

Plaintiff reads Title 33 too narrowly—the cited provision controls the process by which a director is removed after receipt of a proposal for removal, i.e., a petition. Under Plaintiff's analysis, a board member could *only* be removed if the HOA received "a petition that calls for removal of a member of the board. . . ." A.R.S. § 33-1813(A)(4)(b). Not so. A director may be removed under Title 10.

Plaintiff neglects to consider the first sentence of A.R.S. § 33-1813(A) in its entirety: this statute governs removal by petition, not removal by other means. What the statute clarifies is that an HOA cannot, for example, refuse to call a special meeting upon receipt of a petition, cannot hold a meeting on the petition without a quorum, or allow ineligible people to vote on the petition simply because the HOA's declarations or bylaws allow it. It does not eliminate other processes for removal of a director. Plaintiff provides this Court with no authority to the contrary.

Here, Title 10 does not conflict with Title 33 and relevant case law recognizes the interplay of the statutes. For example, in *McNally*, the court stated, "As a member of the Board, Arizona law requires McNally to participate in managing the affairs of the Association. A.R.S. § 10-3801(B)[.]" *McNally v. Sun Lakes Homeowners Ass'n #1, Inc.*, 241 Ariz. 1, 3, ¶ 13 (App. 2016) The court also stated, "For example, the Association could have sought to remove McNally from the Board by filing a judicial removal action. *See* A.R.S. § 10-3810(A)[.]" *McNally v. Sun Lakes Homeowners Ass'n #1, Inc.*, 241 Ariz. at 4, ¶ 20. In a footnote, the court noted that the board could have removed McNally under A.R.S. § 10-3808(A) if there was no conflict with the association's bylaws. In other words, *McNally* is replete with references to Title 10 while, at the same time, referencing Title 33.

Defendant's bylaws do not contain language that only allows for removal of a board member through a recall election. The applicable bylaws are more generous and do not conflict with Arizona law: as long as a majority of members vote at a meeting for which proper notice was issued, a director may be removed. Defendant followed their own bylaws by allowing member vote on Plaintiff's removal from the HOA after providing notice to the membership.

In response to the MTD, Plaintiff failed to substantively address *McNally*. At oral argument, Plaintiff stated the *McNally* court's focus was upon the board's actions, not the membership. Plaintiff further argued any reference to A.R.S. § 10-3808 was dicta and not controlling. The Court agrees, in part. Yes, the *McNally* court focused upon the board of directors. But that, too, is this Court's focus in this portion of the Ruling. Stated differently, this Court agrees with *McNally* that the board of directors must follow Arizona law in addressing a recalcitrant board member and not use self-help remedies for which the law is silent or directly contradictory. In the

present case, the Board *did* properly follow Arizona law when the Board called a special meeting and allowed membership to vote on whether to retain or remove Plaintiff.

Starting on page 9 of Plaintiff's response, the Court finds the majority of Plaintiff's argument focuses upon the inadequate and flawed recall petition. The Court now addresses these arguments.

Assuming Plaintiff is correct insofar as the petition was deficient (it was not), Plaintiff then assumes the only method for removal of a board member is through a petition.[2] The Court has already found to the contrary. (The bylaws clearly allow the President to call a special meeting because s/he wants to, and the bylaws mandate a special meeting when either the board votes for such meeting or membership submits a petition.) The bylaws, declarations, and Arizona law do not define what constitutes a "petition." Instead, the law focuses upon how many votes are needed on the petition to mandate board action (i.e., a special meeting). Contrast this with A.R.S. § 41-4062, for example, which requires a petition in writing "on a form approved by the department" for a hearing. See, also, A.R.S. § 32-2199.01, which similarly requires a petition in writing "on a form approved by the department[.]" A.R.S. § 33-1813 does not contain any similar language. Moreover, neither the CC&Rs or the bylaws contain any definition of "petition." Article I, Section 1.3 of the bylaws states, "The words used in these Bylaws shall be given their normal, commonly understood definitions." FAC, Ex. 2, p. 1. According to Dictionary.com, a petition is "a formally drawn request, often bearing the names of a number of those making the request, that is addressed to a person or group of persons in authority or power, soliciting some favor, right, mercy, or other benefit."

Members of the HOA submitted a petition. That is not in dispute even though Plaintiff asserted, "There was no petition." *Response*, p. 10, ¶ 3. The law has no requirements for a petition and the "request" of the membership sent to the Board meets the Dictionary.com definition. Plaintiff then argues that Defendant impermissibly attached extrinsic evidence to the MTD, the "petition" existed "purely in the minds of the board members reading emails[,]" and the HOA improperly considered emails as signatures. *Id*. at ¶¶ 3 and 4. Next, Plaintiff provides his own interpretation of what constitutes a "petition" and the purpose of the document. But Plaintiff provides no authority for his interpretations. If the Arizona Legislature wanted to define "petition" for A.R.S. § 33-1813, they could have done so. They did not and the Court is left to look at a common definition.

What Plaintiff appears to dispute is whether the petition (in whatever undefined format) met the requirements of A.R.S. § 33-1813(A)(4)(b). That is a dispute not resolved through the

[2] Again, Plaintiff failed to provide this Court with any case law or other authority that supports his argument that Title 33 trumps Title 10.

MTD. But the Court need not consider the sufficiency of the signatures (e.g., ten percent of eligible voters), because the membership could vote to remove Plaintiff consistent with the bylaws and Title 10. Plaintiff received notice of the special meeting set for February 24, 2025. The membership likewise received notice of the special meeting. At the meeting, the majority of the voting members voted to recall Plaintiff and remove him from the Board.

The Court agrees with Defendant that no justiciable controversy exists for declaratory relief sought by Plaintiff in Count Two. What Plaintiff has asked this Court to do is find that Defendant failed to circulate a proper petition, failed to attach proper signatures to a petition (e.g., emails sent as responses), and any vote removing Plaintiff from the Board is invalid. The Court will not do so. One, any opinion issued by this Court on what is the proper format for a "petition" would be advisory, which is prohibited by law. Two, what constitutes a proper signature for the petition is not defined in Title 33, and Title 33 simply says "signs" without indicating if an electronic signature is acceptable.[3] That, too, would be an advisory opinion. Three, the Court finds that the Board called a special meeting consistent with their bylaws, took a vote of the membership, and, resultantly, Plaintiff lost his position on the Board. The Court further finds that Defendant is entitled to dismissal of Count Two "as a matter of law, on any interpretation of the facts." *Id.*; *Fid. Sec. Life Ins. Co. v. State Dep't of Ins.,* 191 Ariz. 222, 224 ¶ 4 (1998).

In Count One, Plaintiff requests declaratory relief finding that the "Grand Standards" (code of conduct) are invalid, unenforceable, and unreasonable. If the Grand Standards are enforceable, then Plaintiff requests the Court find that the Board violated the provisions, including improperly excluding Plaintiff from executive meetings.

On April 11, 2024, the Board of Directors of the HOA adopted The Grand Standards of Behavior for Board Directors. FAC, Ex. 3. The document clearly states, ". . . the Board of Directors has adopted for itself the following standards of behavior . . . ." *Id*. The Grand Standards apply to the Board only.

Returning to the UDJA, the Court finds that Plaintiff no longer has an actual or real interest in enforceability and validity of the Grand Standards because Plaintiff is not subject to the code of conduct. As of February 24, 2025, Plaintiff was no longer a member of the Board. Consequently, the Grand Standards do not affect him. "As a matter of judicial restraint, Arizona courts will not 'issue advisory opinions, address moot cases, or deal with issues that have not been fully developed by true adversaries.'" *Workman v. Verde Wellness Center, Inc.,* 240 Ariz. 597, 60., ¶ 17 (App. 2016)(citation omitted). "[A] case becomes moot if an event occurs that ends the underlying controversy and transforms the litigation into 'an abstract question which does not arise upon

[3] The Court further declines to analyze whether the electronic signatures are valid under A.R.S. § 44-7007 because whether the members intended to sign electronically is a question of fact.

existing facts or rights.'" *Id*, quoting *Contempo-Tempe Mobile Home Owners Ass'n v. Steinert*, 144 Ariz. 227, 229 (App. 1985). In the present case, the Board (and community) had already initiated proceedings to remove Plaintiff from the Board; the resultant vote was not taken in retaliation for a lawsuit but, instead, began in November 2024, when Plaintiff filed suit in January 2025. Plaintiff does not have standing.

The Court is unpersuaded that Plaintiff has standing to challenge the Grand Standards because Plaintiff is a member of the HOA. A.R.S. § 10-3304(B)(2) allows a member to enjoin an act, not seek declaratory relief. If the Legislature intended to allow a member to seek declaratory relief under this statute, they would have said so. They did not.

Perhaps Plaintiff is concerned that if he were reelected to the Board he would then be subject to the Grand Standards and wants to prophylactically enjoin the Board from enforcement of the code of conduct against him. (The past instances of alleged retaliation under the Grand Standards is moot.) Plaintiff clearly states he looks to future enforcement: "The Grand Standards enforcement proceedings against Tom, which challenges decisions he either has made *or will make that the majority finds or will find* offensive. . . ." *Response*, p. 7, ¶ 1 (emphasis added). Regardless, this Court has no legal authority by which in can consider what may happen in the future because, as recognized by Plaintiff, "The Grand Standards compel the Board to initiate the enforcement process against any Director[.]" FAC, p. 4, ¶ 21. See, also, "By the Grand Standards' design, only minority members can be found in violation of the" code of conduct. *Id*. at ¶ 33. Because Plaintiff is not a director and is not a minority member of the Board, he has no standing. Moreover, what may or may not happen in the future does not give this Court a justiciable controversy. This Court will not issue an advisory opinion. For these reasons, the Court finds that Defendant is entitled to dismissal of Count One "as a matter of law, on any interpretation of the facts." *Id.*; *Fid. Sec. Life Ins. Co. v. State Dep't of Ins.,* 191 Ariz. 222, 224 ¶ 4 (1998).

The Court now considers Count Three, breach of contract. Problematically, Plaintiff relies upon a provision of the bylaws that does not mean what Plaintiff thinks it means.

Article IV, Section 6.5 states:

> Indemnification. Subject to any limitations imposed by applicable law, the Association shall indemnify every director and committee member against all expenses, including attorney fees, incurred by them in connection with any action, suit, or other proceeding [ ] to which he or she may be a party by reason of being or having been a director or committee member of the Association.
>
> The directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, expect for their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

> . . .
>
> The Association shall indemnify and forever hold each such director and committee member harmless from any and all liability *to others* on account of any such contract, commitment or action.

(Emphasis added.) Plaintiff believes this section of the bylaws entitles Plaintiff to seek attorney's fees and costs for his own lawsuit against the HOA, regardless of the merits of Plaintiff's claims and the outcome of the litigation. This is simply wrong.

Plaintiff claims that Defendant breached their agreement for indemnification. Both parties must prove the parties had a contract, a party breached the contract, and a party suffered damages. *Graham v. Asbury*, 112 Ariz. 184, 185 (1975). The duty to indemnify is determined from the agreement. *MT Builders, L.L.C. v. Fisher Roofing, Inc.*, 219 Ariz. 297 (App.. 2008). Section 6.5 is clear: the HOA is responsible for fees and costs for a director who is or may be liable to others for actions taken on behalf of the community. Nothing in Section 6.5 guarantees the HOA will fund a lawsuit against itself by a former board member.

Plainly, indemnification is to insure another from liability for loss or damage. *INA Ins. Co. of North America v. Valley Forge Ins. Co.,* 150 Ariz. 248 (App. 1986). "Indemnification *against* liability applies once liability for a cause of action is established; the indemnitee is not required to make actual payment." *Id*. 150 Ariz. at 253 (emphasis added). A.R.S. § 10-851(A)(1) allows indemnification against liability, not advancement of fees and costs when a director (either current or former) files suit. A.R.S. § 10-3852(A) requires a corporation to indemnify a director who prevailed "in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation[.]" Again, indemnification is reactionary, not proactive, as evidenced by the word "defense." Similarly, A.R.S. § 10-3851 (A)(1) allows for indemnification *against* liability.

Here, Plaintiff initiated the lawsuit. Plaintiff seeks damages; Plaintiff is not on the receiving end of a lawsuit, accusing him of wrongdoing in his official capacity as a former director on the Board. Plaintiff has not incurred a loss or damages resulting from any lawsuit from "others" and there is no basis to shift loss (fees) from Plaintiff to Defendant. No duty to defend exists here; the Court agrees with Defendant that under Plaintiff's argument, a board member could hire an attorney to file suit against the association and require—at the earliest stage of litigation—the association to pay fees and costs. To clarify, Plaintiff and Defendant did not have a contract for Defendant to indemnify Plaintiff in a case that Plaintiff initiated, does not involve third parties, and for which no duty to defend exists. Because there was no contract for indemnification proposed by Plaintiff, there is no breach. For these reasons, the Court finds that Defendant is

entitled to dismissal of Count Three "as a matter of law, on any interpretation of the facts." *Id.*; *Fid. Sec. Life Ins. Co. v. State Dep't of Ins.,* 191 Ariz. 222, 224 ¶ 4 (1998).

For the reasons stated in this Ruling,

IT IS ORDERED granting Defendant's motion to dismiss.

IT IS FURTHER ORDERED allowing Defendant to seek reimbursement of attorney's fees and costs incurred in defending itself. Defendant shall file the appropriate paperwork, along with a proposed judgment, within **fifteen business days** of the filing date of this Ruling or the request is waived.

IT IS FURTHER ORDERED vacating the evidentiary hearing set for July 24, 2025, at 10:00 a.m.