

1 Lisa Marx
2 13610 N. 111th Ave.
3 Sun City, AZ 85351
4 602-748-7781
5 aimtodogood@gmail.com
6 Representing self

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

9
10 Lisa Marx
11 Plaintiff,

Case No. CV 2025-012980

12 vs.

13 Tara Condominiums Association, Inc.,

14 **PLAINTIFF'S MOTION FOR**
15 **PARTIAL SUMMARY JUDGMENT**
16 **AND MEMORANDUM OF POINTS**
17 **AND AUTHORITIES**
18 **(CLAIMS 23 AND 67; 24 AND 68; 25**
19 **AND 69; 33, 34, 77 AND 78; 49 AND**
20 **93)**

Honorable Adele Ponce

21 Plaintiff Lisa Marx, pursuant to Ariz. R. Civ. P. 56(a), moves for partial summary
22 judgment on Claims 23 and 67; 24 and 68; 25 and 69; 33, 34, 77 and 78; and 49 and 93, and
23 for a declaration that each Board action challenged in those claims — every one taken in
24 a closed executive session, or by the Chairperson acting alone, without the open-meeting
vote the governing documents and the Arizona Condominium Act require — is void and

1 of no legal effect. The material facts are undisputed, because they are established by the
2 Association's own meeting notices, minutes, and emails and by its discovery admissions.
3 What remains is the legal effect of those undisputed facts, which the Court may decide
4 as a matter of law. This Motion is supported by the following Memorandum of Points
5 and Authorities, Plaintiff's separately filed Separate Statement of Facts ("SSOF"), the
6 Declaration of Lisa Marx, and the entire record. A proposed form of order is lodged
7 herewith.
8

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION**

11 Tara Condominiums is a condominium governed by the Arizona Condominium
12 Act, A.R.S. § 33-1201 et seq., and by a Declaration of Restrictions recorded in 1970. Two
13 requirements govern every act the Board takes. First, authority: under Declaration § 9.E,
14 only "[a] majority vote of the Managers shall entitle said Board to carry out action on
15 behalf of the owners of the units," and no individual officer may exercise the
16 corporation's powers alone, A.R.S. § 10-3801(B). Second, process: under A.R.S. § 33-1248,
17 meetings of the association and the board are open to the members, who may attend and
18 must be allowed to speak before the board takes formal action, and "[a]ll provisions" of
19 that section "shall be construed in favor of open meetings." A.R.S. § 33-1248(A), (F).
20

21 Each action challenged here failed both requirements. In a series of closed
22 executive sessions in 2024 — and, in one instance, by the Chairperson acting unilaterally
23 by email — the Board installed its own Chairperson, removed Plaintiff from a committee
24

1 she had led and dissolved that committee, seated two new directors, and imposed a
2 speaking-time rule, in every case without an open-meeting vote, and, in the case of the
3 rule, without the membership approval the Declaration and Bylaws require. The
4 Association's own records prove each of these facts. A formal action taken outside an
5 open meeting, or by an officer with no board vote, is not merely irregular; it is void. The
6 Court may so declare as a matter of law.
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8 **II. STATEMENT OF MATERIAL FACTS**

9 Plaintiff owns Unit 5, Tract G, of Tara Condominiums, together with an undivided
10 interest in the common area. (SSOF ¶ 1; Marx Decl. ¶ 3.) The Association produced its
11 complete 2024 Board meeting notices, agendas, and minutes in discovery (TARA000029–
12 TARA000075), and Plaintiff has reviewed all of them; none reflects any open-meeting
13 vote, discussion, agenda item, or notice authorizing the actions challenged in this
14 Motion. (Marx Decl. ¶ 8; SSOF ¶¶ 33, 52.)
15

16 Chairperson (Claims 23 and 67). The Declaration provides that the Board “shall
17 consist of three (3) Managers who shall choose a chairman from among them” (§ 9.B) and
18 that a “majority vote of the Managers” is required to carry out action (§ 9.E). (SSOF ¶¶
19 2, 5.) After the prior Chairperson resigned, Mark Gottmann assumed the position on
20 February 1, 2024 without the Board choosing a chairman in an open meeting. (SSOF ¶¶
21 3–4.) At a closed executive meeting that afternoon, held with no notice to owners,
22 Gottmann proposed himself and the Board voted “Yes 2, No 1” to install him – with no
23 open meeting, no agenda item, and no notice. (SSOF ¶¶ 6–9.) He announced the result
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1 to all owners that evening (SSOF ¶ 10), and the February 17, 2024 notice and minutes
2 show him presiding as Chairperson with no record of any open-meeting choosing. (SSOF
3 ¶¶ 11-12.)

4 Landscaping Committee (Claims 24 and 68). The Landscaping Committee was
5 already in place, and Plaintiff had led it; at a properly noticed open meeting on January
6 20, 2024 the agenda sought volunteers, Plaintiff presented the Landscaping Report, and
7 Renee Snow volunteered, with Plaintiff continuing as chair. (SSOF ¶¶ 13-16.) On
8 February 1, 2024, at a closed, unnoticed executive meeting, the Board “voted on the exact
9 wording of the email removing” Plaintiff from the committee (SSOF ¶¶ 18-19); the
10 removal was taken with no open-meeting notice, agenda, vote, or emergency declaration
11 (SSOF ¶ 20); and Chairperson Gottmann then emailed Plaintiff that “that committee does
12 not exist.” (SSOF ¶ 21.) The February 17, 2024 notice and minutes are silent as to any vote
13 (SSOF ¶¶ 22-23), and the Association did not deny in discovery that the removal and
14 dissolution occurred, objecting only that whether an open meeting was required is a legal
15 conclusion. (SSOF ¶¶ 24-25.) The executive-session minutes record no vote, discussion,
16 or communication directed to Renee Snow, the committee’s other volunteer. (SSOF ¶ 26.)

17 Buschart appointment (Claims 25 and 69). Board action again required “[a]
18 majority vote of the Managers.” (Decl. § 9.E; SSOF ¶ 27.) On February 5, 2024, Gottmann
19 emailed all owners to “welcome” Stephanie Buschart as a new Board member (SSOF ¶
20 28); the appointment was discussed and acted upon that day at a closed executive
21 meeting held with no notice. (SSOF ¶ 29.) No February 17 notice or minutes, and no
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1 notice or minutes of any open 2024 Board meeting, reflect any vote seating her. (SSOF
2 ¶¶ 30-33.)

3 Rawlings appointment (Claims 33, 34, 77 and 78). Board action required a majority
4 vote of the Managers (Decl. § 9.E), and a vacancy “shall be filled by ... a majority vote of
5 the remaining Board members” (By-Law § 1.04). (SSOF ¶¶ 34-35.) The June 20, 2024
6 executive session was noticed solely under A.R.S. § 33-1248.2 – subsection (A)(2), the
7 exception for pending or contemplated litigation (SSOF ¶ 36), yet the Board used it to
8 vote “Yes: 4 No: 0” to appoint Sheryl Rawlings (SSOF ¶ 37), from a session Plaintiff was
9 excluded from (SSOF ¶ 38), with no prior open-meeting agenda item (SSOF ¶ 39).
10 Gottmann announced her the next day (SSOF ¶ 40); the July 20 minutes show her seated
11 in the quorum and conducting business before any ratification vote in an open meeting
12 had occurred (SSOF ¶ 41); a “ratification” vote followed on July 27 (SSOF ¶ 42); and at
13 the September 21, 2024 open meeting, in response to Plaintiff’s statement to correct the
14 minutes, Gottmann stated on the record that Rawlings “was actually appointed by the
15 board in an executive board meeting ... before that.” (SSOF ¶ 44; Marx Decl. ¶ 6)

16 Speaking-time rule (Claims 49 and 93). Rules bind owners only “when the owners
17 of a majority of the units have approved them in writing” (Decl. § 12.L) and only when
18 approved by “the simple majority (51%) of voters” of the membership (By-Law § 1.09),
19 and any Board action requires a majority vote (§ 9.E). (SSOF ¶¶ 45-47.) The January 20,
20 2024 notice had listed a three-minute speaking limit for open discussion. (SSOF ¶ 48.) On
21 February 14, 2024, Chairperson Gottmann emailed all homeowners announcing a
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1 unilateral change of the speaking limit “per motion,” based on his own research,
2 “without any Board discussion, motion, or documentation of the change in official
3 records” (SSOF ¶ 49), and announced the new limit in the February 17 notice (SSOF ¶
4 50). Neither the January 20 nor the February 17 minutes record any vote establishing or
5 changing a speaking rule (SSOF ¶¶ 51–52), and no membership vote ever approved one
6 (SSOF ¶ 53). At the February 17 meeting Plaintiff was prevented from finishing a
7 prepared statement, and the Chairperson “repeatedly talked over” her and “declared her
8 statements untrue without allowing her to complete her remarks.” (SSOF ¶¶ 54–55; Marx
9 Decl. ¶ 7)

11 III. LEGAL STANDARD

12 Summary judgment “shall” be granted where “there is no genuine dispute as to
13 any material fact and the moving party is entitled to judgment as a matter of law.” Ariz.
14 R. Civ. P. 56(a). The opposing party may not rest on the allegations of its pleadings and
15 must set forth specific admissible facts showing a genuine issue for trial. Ariz. R. Civ. P.
16 56(e). Summary judgment is proper where the evidence offered against the motion has
17 “so little probative value ... that reasonable people could not agree with the conclusion
18 advanced by the proponent.” *Orme Sch. v. Reeves*, 166 Ariz. 301, 309, 802 P.2d 1000, 1008
19 (1990). Where, as here, the material facts are established by the opposing party’s own
20 records and admissions and the dispute concerns only their legal effect, the matter is one
21 for the Court: the interpretation of a recorded declaration and of a statute are questions
22 of law. *Kalway v. Calabria Ranch HOA, LLC*, 252 Ariz. 532, ¶ 9, 506 P.3d 18 (2022); *Vales v.*
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1 *Kings Hill Condo. Ass'n*, 211 Ariz. 561, 125 P.3d 381 (App. 2005). The Condominium Act
2 applies to Tara without regard to its 1970 creation date. A.R.S. § 33-1201. Plaintiff seeks
3 declaratory relief under the Uniform Declaratory Judgments Act, A.R.S. § 12-1831 et seq.
4

5 IV. ARGUMENT

6 **A. The Governing Documents and the Condominium Act Permitted the Board To** 7 **Act Only by a Majority Vote of the Managers Taken at an Open Meeting.**

8 Authority runs through the Declaration. Declaration § 9.E provides that only “[a]
9 majority vote of the Managers shall entitle said Board to carry out action on behalf of the
10 owners of the units.” (SSOF ¶ 5.) The Act reinforces, rather than displaces, that gate: the
11 association exercises its powers only “[s]ubject to the provisions of the declaration”
12 (A.R.S. § 33-1242(A)), and the board’s powers are defined “[e]xcept as provided in the
13 declaration [or] the bylaws” (A.R.S. § 33-1243(A)). At the corporate level, “all corporate
14 powers shall be exercised by or under the authority of” the board of directors (A.R.S. §
15 10-3801(B)); no single officer, including the Chairperson, may exercise them alone.
16

17 Process is supplied by the open-meeting statute. Meetings of the association and
18 the board “are open to all members,” who may attend and must be allowed to speak
19 once after the board discusses an agenda item but before it “takes formal action” on it.
20 A.R.S. § 33-1248(A). Notice and an agenda must be given at least forty-eight hours in
21 advance. § 33-1248(D). A meeting may be closed only for the narrow purposes the statute
22 enumerates, and only after the board first identifies the paragraph that authorizes the
23 closure. § 33-1248(C). Every provision “shall be construed in favor of open meetings.” §
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1 33-1248(F). Even an informal gathering of a quorum to discuss association business must
2 comply, “without regard to whether the board votes or takes any action.” § 33-1248(E)(4).

3
4 The Declaration and Bylaws add specific requirements engaged here: the Board
5 “shall ... choose a chairman from among them” (Decl. § 9.B); a vacancy “shall be filled
6 by ... a majority vote of the remaining Board members” (By-Law § 1.04); rules bind
7 owners only when “the owners of a majority of the units have approved them in writing”
8 (Decl. § 12.L); and changes to rules “must be approved by the simple majority (51%) of
9 voters” of the membership (By-Law § 1.09).

10 **B. A Formal Board Action Taken in a Closed Executive Session, or by the**
11 **Chairperson Acting Alone, Is Void as a Matter of Law.**

12 Plaintiff’s Second Amended Complaint pleads that the Association acted “without
13 lawful authority” through “ultra vires acts exceeding their authority,” and asks the Court
14 to declare that “such acts are void and unenforceable” and that “all unauthorized actions
15 are void.” (SAC ¶¶ 1, 130, 132, 138.) That pleaded theory is confirmed at every level of
16 the governing law. Whether a corporate act is ultra vires, “such as to render [it] void, is
17 a question of law.” *Tovrea Land & Cattle Co. v. Linsenmeyer*, 100 Ariz. 107, 113–14 (1966);
18 see *Sycamore Hills Estates HOA v. Zablotny*, 250 Ariz. 479, ¶ 6, 481 P.3d 700 (App. 2021)
19 (applying the principle — in a Rule 60(b)(4) posture — to relieve a party of a stipulated
20 judgment the association lacked authority to enter). Applied to a community association,
21 *Prieve v. Flying Diamond Airpark, LLC*, 252 Ariz. 195, ¶ 6, 500 P.3d 1045 (App. 2021),
22 affirmed summary judgment for a member: the managers had acted on a matter that
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1 required a valid vote without one, the ineffective vote “did not authorize anything,” and
2 the association’s admission that the vote was improper did not save the unauthorized
3 act. Because § 33-1248(F) construes every provision in favor of open meetings, and
4 because § 9.E and § 10-3801(B) vest authority only in the Board acting by majority vote,
5 an appointment, removal, or rule imposed in a closed session — or by an officer acting
6 alone — never took legal effect.
7

8 A signature cannot supply the authority the minutes withhold. Whether an action
9 is announced over the Chairman’s name or in the name of “the Board,” a communication
10 is not a vote. The only competent proof that the Board authorized an action is a majority
11 vote recorded in the minutes the Association is required to keep (Declaration § 9.E; A.R.S.
12 §§ 33-1248, 10-11601), and the Association’s complete 2024 minutes record no such vote
13 on any action challenged here. Because no minutes reflect a vote, the name that appears
14 on any announcement of these actions cannot convert an unauthorized act into
15 authorized Board action, and it creates no genuine issue of material fact.
16

17 These acts are void, not merely voidable. An act is voidable when a body vested
18 with authority acts through a defective process; it is void when the actor had no authority
19 to act at all. Each action challenged here is of the second kind — a rule or appointment a
20 single officer imposed with no board vote, and a vote taken in a session that could not
21 lawfully be closed, were never authorized in the first place. An ultra vires act of that kind
22 is void from the moment taken; the ineffective vote “did not authorize anything.” *Tovrea*,
23 100 Ariz. at 113-14; *Prieve*, ¶ 6. A void act is a nullity — it took no legal effect, needs no
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1 unwinding, and cannot be ratified — and may be declared void on the undisputed
2 record. Declaring these actions void is therefore not the overbroad invalidation of
3 otherwise-valid Board decisions; it is a recognition that action taken without the § 9.E
4 majority vote at a properly noticed open meeting never became Board action at all.
5

6 No defense saves these acts. First, the business-judgment rule does not apply.
7 Arizona has rejected it for community associations; the standard is reasonableness under
8 the Restatement (Third) of Property: Servitudes § 6.13, and once a violation is shown the
9 burden falls on the association. *Tierra Ranchos Homeowners Ass’n v. Kitchukov*, 216 Ariz.
10 195, 201 ¶ 25, 165 P.3d 173, 179 (App. 2007). The statutory presumptions protecting
11 directors (A.R.S. § 10-3830(D)) and officers (A.R.S. § 10-3842(D)) are rebuttable only by
12 clear and convincing evidence and presuppose action taken within authority; they
13 cannot shield an act taken with no board vote at all, and the Association’s own records
14 rebut them. Second, ratification is unavailable: a void act cannot be ratified, but only
15 redone correctly at a properly noticed open meeting. The July 27, 2024 “ratification” of
16 the Rawlings appointment did not cure the closed-session appointment, which
17 Gottmann admitted had already occurred “in an executive board meeting ... before
18 that.” (SSOF ¶¶ 42, 44.) Third, neither advice of counsel nor good faith is a defense to an
19 act that is void for want of authority. Finally, the open-meeting rights are non-waivable,
20 § 33-1248(F), and Plaintiff objected contemporaneously (SSOF ¶¶ 17, 43), defeating any
21 waiver, estoppel, or laches.
22
23

24 **C. Each Challenged Action Is Void on the Undisputed Record.**

1 Claims 23 and 67 — Chairperson. Section 9.B required the Board to choose a
2 chairman “from among them,” § 9.E required that choice to be made by a majority vote
3 of the Managers, and § 33-1248 required that vote to be taken at an open meeting. None
4 of that occurred: Gottmann proposed himself and was installed by a 2–1 vote in a closed,
5 unnoticed executive session (SSOF ¶¶ 6–9), and no open meeting ever chose or ratified
6 him (SSOF ¶¶ 11–12). A tally taken behind closed doors is not the open-meeting majority
7 vote § 9.E requires; under *Prieve* it “did not authorize anything.” The installation of the
8 Chairperson was never validly authorized and is void.
9

10 Claims 24 and 68 — Landscaping Committee. The Landscaping Committee was
11 already in place and Plaintiff had led it; at the January 20, 2024 open meeting the agenda
12 sought volunteers, Plaintiff presented the Landscaping Report, and Renee Snow
13 volunteered, with Plaintiff continuing as chair (SSOF ¶¶ 13–16). It was undone in the
14 dark. The Board fixed the wording of Plaintiff’s removal in a closed executive session
15 (SSOF ¶ 19), and Gottmann then declared the committee dissolved by his own email —
16 “that committee does not exist” (SSOF ¶ 21) — with no board vote of any kind (SSOF ¶
17 20). That dissolution is the paradigm *ultra vires* act: corporate power exercised by a
18 single officer rather than “by or under the authority of” the Board, contrary to A.R.S. §
19 10-3801(B) and Declaration § 9.E. Both the closed-session removal and Gottmann’s
20 unilateral dissolution are void.
21

22 Claims 25 and 69 — Buschart. The Board discussed and acted on Buschart’s
23 appointment in a closed, unnoticed executive session (SSOF ¶ 30), and Gottmann
24

1 announced her the same day (SSOF ¶ 28), with no open-meeting vote anywhere in the
2 2024 record (SSOF ¶¶ 31–33). Seating a director is not among the purposes for which §
3 33-1248(A) permits a meeting to be closed, and § 9.E requires a majority vote taken in the
4 open. Because no valid open-meeting vote ever seated her, the appointment “did not
5 authorize anything” (*Prieve*) and is void.
6

7 Claims 33, 34, 77 and 78 — Rawlings. A director vacancy had to be filled by a
8 majority vote of the remaining Board members (By-Law § 1.04) at an open meeting (§ 33-
9 1248). The June 20 session was closed under the single paragraph its notice identified —
10 A.R.S. § 33-1248.2, i.e., subsection (A)(2), the exception for pending or contemplated
11 litigation (SSOF ¶ 36) — yet the Board used it to vote 4–0 to seat Rawlings (SSOF ¶ 37),
12 a matter that is not litigation and that no paragraph of § 33-1248(A) permits to be decided
13 in a closed session, and from which Plaintiff was excluded (SSOF ¶ 38). A vote taken in
14 a session the statute never authorized to be closed is not the open-meeting majority vote
15 § 9.E requires; it “did not authorize anything” (*Prieve*). The belated July 27 “ratification”
16 could not breathe life into a nullity (SSOF ¶ 43), and Gottmann admitted on the record
17 that Rawlings had already been “appointed by the board in an executive board meeting
18 ... before that” (SSOF ¶ 44). The appointment is void.
19

20 Claims 49 and 93 — Speaking-time rule. No board vote (§ 9.E), no written approval
21 of a majority of units (Decl. § 12.L), and no fifty-one-percent membership vote (By-Law
22 § 1.09) ever established the two-minute rule; Gottmann simply announced it by email,
23 on his own research, with no board action of any kind (SSOF ¶¶ 49, 51–53). A rule a
24

1 single officer makes up on his own is not a rule of the Association at all — it is ultra vires
2 under A.R.S. § 10-3801(B) and Declaration § 9.E, and void. The Association then enforced
3 that void rule against Plaintiff, cutting her off before she could finish her prepared
4 statement (SSOF ¶¶ 54-55). Because Gottmann alone invented the rule with no board
5 vote, it never took legal effect; the rule is void, and its enforcement against Plaintiff
6 cannot stand.
7

8 **D. Plaintiff's Claims Are Direct, and She Has Standing.**

9 Plaintiff's injuries are her own. She was deprived of her individual statutory rights
10 to attend, to receive notice and an agenda, and to speak before the Board acted (A.R.S. §
11 33-1248(A), (D), (F)); she was personally removed from the Landscaping Committee she
12 had led for approximately three years (Marx Decl. ¶ 5); she alone was cut off from
13 speaking; and she was denied her right, as a party to the recorded Declaration in which
14 she holds an undivided interest (SSOF ¶ 1; Marx Decl. ¶ 3), to have the Board act only
15 by the majority vote § 9.E requires. Those rights are personal to each owner, and the
16 injury is complete upon the deprivation regardless of any other owner; recovery runs to
17 Plaintiff, not to the Association.
18

19 An owner may sue directly to enforce the declaration and to challenge
20 unauthorized association action. *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485, 73 P.3d
21 616 (App. 2003); *Prieve*, 252 Ariz. 195 (summary judgment for a member challenging an
22 unauthorized vote); *Vales*, 211 Ariz. 561 (owner's direct challenge; where a governing
23 document conflicts with the Act, the Act controls). A member may also assert the
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1 corporation's lack of power to act. A.R.S. § 10-3304(B)(2). And the Uniform Declaratory
2 Judgments Act permits "[a]ny person ... whose rights, status or other legal relations are
3 affected" by a statute or instrument to obtain a declaration. A.R.S. § 12-1832. The open-
4 meeting analysis is confirmed by *AZNH Revocable Trust v. Sunland Springs Village*
5 *Homeowners Ass'n*, No. 1 CA-CV 25-0424 (Ariz. App. Apr. 28, 2026), construing A.R.S. §
6 33-1804, which is materially identical to § 33-1248 and construed in pari materia.
7

8 This is not a derivative claim. *Iqtunheimr, LLC v. Val Vista Lakes Community Ass'n*,
9 586 P.3d 1081 (Ariz. App. 2026), turned on a plaintiff whose only alleged harm was the
10 association's general failure to maintain the common areas — a grievance shared with
11 the community at large. Plaintiff here challenges discrete Board actions that violated her
12 own participation rights and altered the very body that governs her. The Court has
13 already ruled in this case that Plaintiff's claims are direct, not derivative. (June 24, 2025
14 Minute Entry e-filed June 26, 2025.)
15

16 V. CONCLUSION

17 The relief Plaintiff requests is directed to the Board's authority, not to the rights of
18 any absent person. Plaintiff asks the Court to declare what the Board had no power to
19 do and to require that the Board act in the future only as the Declaration and the
20 Condominium Act permit. She does not ask the Court to adjudicate the rights, status,
21 or obligations of any individual director or member, and no relief requested here
22 depends on the participation of any person who is not a party to this action.

23 For the foregoing reasons, Plaintiff respectfully requests that the Court grant
24 partial summary judgment and (1) declare that each Board action challenged in Claims

1 23 and 67; 24 and 68; 25 and 69; 33, 34, 77 and 78; and 49 and 93; (2) permanently enjoin
2 the Association from taking any action on behalf of the owners of the units except by a
3 majority vote of the Board of Management taken at a meeting properly noticed and
4 open to the members, at which members are permitted to speak before the Board acts,
5 as A.R.S. § 33-1248 and Declaration § 9.E require; (3) award Plaintiff her taxable costs
6 under A.R.S. § 12-341; (4) in the alternative, if the Court declines to enter partial
7 summary judgment on any claim, enter an order under Ariz. R. Civ. P. 56(g) specifying
8 the material facts that are not genuinely in dispute and treating those facts as
9 established in this action; and (5) grant such further relief as the Court deems just.

10 This Motion seeks judgment on liability only; Plaintiff's claims for compensatory
11 and consequential damages remain for trial.

12 RESPECTFULLY SUBMITTED this 16th day of July, 2026.

13 /s/ Lisa Marx

14 Lisa Marx, Plaintiff Pro Se

15 **CERTIFICATE OF SERVICE**

16 I certify that on July 16, 2026, a true copy of the foregoing was served via e-file to the
17 Court and Defendant's Counsel and by email on counsel for Defendant:

18 Chuck Oldham — Chuck.Oldham@chdblaw.com

19 Ari Bowhay — Ari.Bowhay@chdblaw.com

20 /s/ Lisa Marx

21 Lisa Marx, Plaintiff Pro Se