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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 Mark Gottmann and Dennis Anderson
15 Defendant.

**PLAINTIFF'S INITIAL RULE 26.1
DISCLOSURE STATEMENT**

Honorable Randall H. Warner

16
17 **PLAINTIFF'S INITIAL RULE 26.1**
18 **DISCLOSURE STATEMENT**

19 Pursuant to Arizona Rule of Civil Procedure 26.1, Plaintiff Lisa Marx provides this
20 initial disclosure statement setting forth the following, based on information
21 reasonably available as of September 6, 2025, with the right to amend and supplement
22 as discovery proceeds.
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1 **DISCLAIMER**

2
3 Defendants must acknowledge that this document is preliminary and, due to the early
4 stage of these proceedings, the information provided herein may be incomplete,
5 inaccurate, or limited in scope. This is attributable to at least the limited information
6 currently available to Plaintiff and/or disclosed by Defendants.
7

8
9 Plaintiff expressly reserves the right to supplement or amend these disclosures as
10 additional information becomes available and its relevance is determined, in
11 accordance with Rule 26.1(e) of the Arizona Rules of Civil Procedure. Any attempt to
12 hold Plaintiff accountable for the completeness or accuracy of these preliminary
13 disclosures would contravene the principles of fairness and the Defendants' obligations
14 under Arizona law to engage in good-faith discovery practices. Plaintiff cannot and
15 should not be held responsible for limitations in the information presently available,
16 and any perceived mistakes should be brought immediately to the Plaintiff's attention
17 or waived.
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20
21 **(1) The factual basis of each of the disclosing party's claims or defenses:**

22 Plaintiff's claims stem from Defendants' violations of the Association's governing
23 documents (Declaration, Bylaws, Articles of Incorporation) and A.R.S. §§ 33-1201 et
24

1 seq. (Arizona Condominium Act) and 10-11601 et seq. (Arizona Nonprofit Corporation
2 Act), causing direct, individualized harm to Plaintiff. The Declaration, Bylaws, and
3 Articles of Incorporation constitute a valid and enforceable contract between Plaintiff
4 and the Association, enforceable under Arizona law. The Articles of Incorporation and
5 A.R.S. § 10-3102 limit the Association's powers to those permitted by statute and the
6 governing documents.
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8
9 A.R.S. § 10-11601 requires that the Association maintain complete and accurate records
10 of corporate and financial affairs.

11 The Arizona Condominium Act further requires open meetings with notice, member
12 participation rights, record access, proper maintenance of common elements, and fair
13 treatment of members. Defendants owed fiduciary and contractual duties to Plaintiff
14 under these statutes, the governing documents, and Restatement (Third) of Property:
15 Servitudes §§ 6.13, 6.14, including the duty to treat members fairly, act reasonably in
16 exercising discretionary powers, comply with statutory and contractual limitations on
17 authority, and maintain transparency in governance. Plaintiff has complied with all
18 material obligations under the governing documents and applicable law or has been
19 excused from performance. The Association, committed breaches of contract and
20 statutory duties by engaging in acts in violation of A.R.S. §§ 33-1247, 33-1248, 33-1243,
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1 33-1250, 33-1212, 33-1253, 33-1258, 10-11601, the Articles of Incorporation, and the
2 Declarations.

3 Count I: Breach of Contract (Against the Association)

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5 The Association breached its obligations by unauthorized actions without open
6 meetings or votes (Declaration § 9.E, Bylaws § 1.08).

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8 Count II: Violation of A.R.S. § 33-1258

9 The Association denied timely access to records (e.g., financials, Architectural Forms),
10 excluding Plaintiff from governance of architectural changes to common/limited
11 common areas (Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14).

12
13 Count III: Violation of A.R.S. § 33-1248

14 The Association conducted business without open meetings, votes of the board, rights
15 to address board.

16
17 Count IV: Violation of A.R.S. § 33-1212

18 The Association improperly filed unit-specific claims and waived lien.

19
20 Count V: Violation of A.R.S. § 33-1247

21 The Association neglected common elements (2024-2025) and mishandled insurance.

22
23 Count VI: Violation of A.R.S. § 33-1253

24 Improper claim. The Association's favoritism and misleading premium claims.

1 Count VII: Violation of A.R.S. § 10-11601

2 The Association failed to maintain records.

3 Count VIII: Violation of A.R.S. § 33-1250

4 The Association denied voting rights.

5 Count IX: Breach of Fiduciary Duty (Gottmann)

6 Breach of fiduciary duty to Plaintiff: Alleged through selective targeting, harassment,
7 denial of records access, interruptions during meetings, enforcement of unauthorized
8 rules, exclusion from events, and verbal personal attacks.
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12 Count X: Breach of Fiduciary Duty (Anderson)

13 Breach of fiduciary duty to Plaintiff: Alleged through selective targeting, harassment,
14 denial of records access, interruptions during meetings, enforcement of unauthorized
15 rules, exclusion from events, and verbal personal attacks.
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19 **(2) The legal theory on which each of the disclosing party's claims or defenses is**
20 **based, including--if necessary for a reasonable understanding of the claim or**
21 **defense--citations to relevant legal authorities:**

22 Claims arise from at least contract (governing documents), statutory violations (A.R.S.
23 §§ 33-1201 et seq., 10-11601 et seq.) and duties owed specifically to Plaintiff by two
24

1 Board Members.

2
3 The plaintiff's claims are primarily based on allegations that the defendants breached
4 contractual obligations under the Association's governing documents (treated as a
5 binding contract under Arizona law), committed ultra vires acts, violated specific
6 provisions of the Arizona Condominium Act (A.R.S. §§ 33-1201 et seq.) and the Arizona
7 Nonprofit Corporation Act, and breached fiduciary duties. These actions allegedly
8 caused individualized harm to the plaintiff, including financial losses, diminished
9 property value, and interference with property use and enjoyment. Key overarching
10 legal theories include uniform and non-discriminatory enforcement of restrictions, as
11 well as fiduciary duties of care, loyalty, and obedience owed by the board. Citations
12 include Restatement (Third) of Property: Servitudes §§ 6.13-6.14 (requiring uniform,
13 non-discriminatory enforcement); *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485, 73
14 P.3d 616 (App. 2003); *Prieve v. Flying Diamond Airpark, LLC*, 252 Ariz. 195 (App.
15 2021); and *Albers v. Edelson Tech. Partners L.P.*, 201 Ariz. 47 (App. 2001). The claims
16 are detailed as follows:
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22 **Claim**

Legal Theory and Basis

1 Count 1: Breach of Breach of the Association's Declaration and Bylaws as a
2 Contract (Breach of binding contract, including unauthorized expenditures,
3 Declarations) improper elections, selective enforcement, and failure to
4 hold proper meetings or votes. Based on Arizona contract
5 law principles applied to governing documents, with
6 harm from ultra vires acts.
7
8

9 Count 2: Violation of Statutory violation for denying or limiting access to
10 A.R.S. § 33-1258 Association records, failing to respond timely, and
11 (Inspection of Records) excluding non-exempt documents, entitling plaintiff to
12 remedies including costs and fees.
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14

15 Count 3: Violation of Statutory violation for conducting business without
16 A.R.S. § 33-1248 (Open proper notice, agendas, discussions, votes, or open
17 Meetings) participation, including restricting plaintiff's statements
18 and selectively enforcing rules.
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1 Count 4: Violation of Statutory violation for improperly assessing unit owners
2 A.R.S. § 33-1212 (Unit for common element costs and failing to maintain
3 Boundaries and boundaries between units and common areas.
4 Responsibilities)
5

6
7 Count 5: Violation of Statutory violation for failing to maintain common
8 A.R.S. § 33-1247 (Upkeep elements, allowing deterioration, and improperly
9 of Condominium) assessing costs to individual owners.
10

11 Count 6: Violation of Statutory violation for mishandling insurance claims,
12 A.R.S. § 33-1253 failing to maintain adequate coverage, and assessing
13 (Insurance) improper premium increases to owners.
14

15
16 Count 7: Violation of Statutory violation under the Arizona Nonprofit
17 A.R.S. § 10-11601 Corporation Act for failing to maintain and provide
18 (Corporate Records) complete corporate records, including contracts.
19

20 Count 8: Violation of Statutory violation for denying voting rights, conducting
21 A.R.S. § 33-1250 (Voting) votes without proper notice or quorum, and restricting
22 participation in governance decisions.
23
24

1 Count 9: Breach of Breach of fiduciary duties (care, loyalty, obedience)
2 Fiduciary Duty (Against through personal interference, selective enforcement, and
3 Director Gottmann) ultra vires acts causing harm to plaintiff as a
4 shareholder/member.
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6
7 Count 10: Breach of Breach of fiduciary duties through similar interference,
8 Fiduciary Duty (Against failure to address governance issues, and ultra vires acts.
9 Director Anderson)
10
11 Declaratory Judgment Seeking declarations that specific actions violated the
12 Counts (I-X under A.R.S. governing documents and statutes, are invalid, and entitle
13 §§ 12-1831 et seq.) plaintiff to enforcement without interference; includes
14 general breach (Count I), records inspection (Count II),
15 open meetings (Count III), unit boundaries (Count IV),
16 upkeep (Count V), insurance (Count VI), corporate records
17 (Count VII), voting (Count VIII), fiduciary duties/personal
18 liability (Count IX), and general rights/obligations (Count
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1 X). Based on the existence of actual controversies requiring
2 judicial clarification of rights.
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7 **(3) The name, address, and telephone number of each witness whom the disclosing**
8 **party expects to call at trial, and a description of the substance--and not merely the**
9 **subject matter--of the testimony sufficient to fairly inform the other parties of each**
10 **witness' expected testimony:**

11 1. Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351, 602-748-7781. Testimony: All
12 facts, including meeting votes, Travis letter, architectural form denial, speaking time-
13 limit rule, unauthorized actions, breaches of fiduciary duty, and resulting harms such
14 as loss of governance rights, financial burdens, emotional distress, and property value
15 decline.
16

17
18 2. Renee Snow, 13614 N. Silverbell Dr., Sun City, AZ 85351, 602-677-5892. Testimony:
19 Anderson's lack of competence with maintenance, property damage due to neglect of
20 common elements, and mishandling of insurance claims.
21

22 3. Karin & Robert Osborn, 13655 N. Newcastle Dr., Sun City, AZ 85351, 503-929-0022.
23 Testimony: Gottmann's autocratic leadership, meeting mismanagement, exclusionary
24

1 events, and neglect of common areas leading to property deterioration.

2
3 4. Mildred Edwards, 13604 N. 111th Ave., Sun City, AZ 85351, 623-231-5046.

4 Testimony: Landscaping collaboration with Marx, Gottmann's neglect of landscaping
5 duties, and community division resulting from unequal treatment and favoritism.
6

7
8 5. Barbara Lilja, 13649 N. Newcastle Dr., Sun City, AZ 85351, 480-586-6617. Testimony:

9 Deterioration of the property due to neglected common elements and mishandled
10 repairs.
11

12 6. Cynthia Fullen, 13609 N. Newcastle Dr., Sun City, AZ 85351, 623-208-2988.

13 Testimony: Roof repair dispute and Gottmann's cost-sharing pressure without proper
14 authorization or votes.
15

16 7. All parties listed by the Defendants.
17

18 **(4) The name and address of each person whom the disclosing party believes may**
19 **have knowledge or information relevant to the subject matter of the action, and a fair**
20 **description of the nature of the knowledge or information each such person is**
21 **believed to possess:**

22 1. Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351. Knowledge: All aspects of the
23 claims, including governance violations, unauthorized expenditures, record denials,
24 and personal harms.

1 2. Renee Snow, 13614 N. Silverbell Dr., Sun City, AZ 85351. Knowledge: Maintenance
2 incompetence, property damage, and insurance mishandling.
3

4 3. Karin & Robert Osborn, 13655 N. Newcastle Dr., Sun City, AZ 85351. Knowledge:
5 Leadership mismanagement, exclusion, and neglect.
6

7 4. Mildred Edwards, 13604 N. 111th Ave., Sun City, AZ 85351. Knowledge:
8 Landscaping issues, neglect, and community impacts.
9

10 5. Barbara Lilja, 13649 N. Newcastle Dr., Sun City, AZ 85351. Knowledge: Property
11 deterioration and repair disputes.
12

13 6. Cynthia Fullen, 13609 N. Newcastle Dr., Sun City, AZ 85351. Knowledge: Roof
14 repairs and cost-sharing pressures.
15
16

17 7. Mark Gottmann (Defendant), 13621 N. Newcastle Dr., Sun City, AZ
18 85351. Knowledge: Board actions, decisions, expenditures, and interactions with
19 Plaintiff.
20

21 8. Dennis Anderson (Defendant), 13661 N. Newcastle Dr., Sun City, AZ
22 85351. Knowledge: Board actions, verbal attacks, surveillance, and literacy limitations
23 affecting oversight.
24

1 9. Attorney Travis (hired by Association), 10439 S. 51st Street, Suite 205, Phoenix, AZ
2 85044. Knowledge: Threatening letter regarding common area cleanup and related
3 legal fees.

4
5 10. All parties listed by Defendants.

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7 **(5) The name and address of each person who has given a statement--as defined in**
8 **Rule 26(b)(3)(C)(i) and (ii)--relevant to the subject matter of the action, and the**
9 **custodian of each of those statements:**

10 Audio recordings from board meetings (transcribed and to be provided): Custodian:

11 Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.

12 The rest TBD.

13 Plaintiff reserves the right to augment this section as necessary.

14
15 **(6) The anticipated subject areas of expert testimony:**

16
17 TBD

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19 **(7) A computation and measure of each category of damages alleged by the**
20 **disclosing party, the documents and testimony on which such computation and**
21 **measure are based, and the name, address, and telephone number of each witness**
22 **whom the disclosing party expects to call at trial to testify on damages:**

23 To be determined through discovery. Plaintiff will augment as necessary.

24

1 **(8) The existence, location, custodian, and general description of any tangible**
2 **evidence, documents, or electronically stored information that the disclosing party**
3 **plans to use at trial, including any material to be used for impeachment:**

4 Documents: Governing documents (Declaration, Bylaws, Articles), emails (including
5 architectural requests), minutes, financials, budgets, insurance claims, invoices,

6 Gottmann's letters, neglect photos, surveillance videos. ESI: Emails

7 (aimtodogood@gmail.com), digital photos, surveillance videos (native format).
8

9 Location: Plaintiff's residence. Custodian: Plaintiff Lisa Marx. Available at Plaintiff's
10 address for inspection.

11 Plaintiff will augment as necessary.

12
13 **(9) The existence, location, custodian, and general description of any tangible**
14 **evidence, documents, or electronically stored information that may be relevant to the**
15 **subject matter of the action:**

16 Same as (8) above, plus any Association records (e.g., complete financials, board emails,
17 meeting records) in possession of Defendants or the Association. Location: Association

18 records (custodian: Association); Plaintiff's records (custodian: Plaintiff Lisa Marx).
19

20 Plaintiff will augment as necessary.
21

22 **(10) For any insurance policy, indemnity agreement, or suretyship agreement under**
23 **which another person may be liable to satisfy part or all of a judgment entered in the**
24 **action or to indemnify or reimburse for payments made to satisfy the judgment: (A)**

1 a copy--or if no copy is available, the existence and substance--of the insurance
2 policy, indemnity agreement, or suretyship agreement; (B) a copy--or if no copy is
3 available, the existence and basis--of any disclaimer, limitation, or denial of coverage
4 or reservation of rights under the insurance policy, indemnity agreement, or
5 suretyship agreement; and (C) the remaining dollar limits of coverage under the
6 insurance policy, indemnity agreement, or suretyship agreement:

7 None, Plaintiff will augment as necessary.

8 Under oath this is true and correct. To the best of my knowledge this is compliant with
9 Rule 26.1.

10 Dated: September 6, 2025

11 /s/ Lisa Marx

12 Lisa Marx, Pro Per

13 13610 N. 111th Ave.

14 Sun City, AZ 85351

15 602-748-7781 aimtodogood@gmail.com

16 A Notice of the foregoing e-filed

17 this 6th day of September, 2025

18 Arizona Judicial Branch Statewide eFiling System

1 COPY of the foregoing mailed/mailed

2 This 6th day of September, 2025, to:

3
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9
10 By: /s/Lisa Marx

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