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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.

**OBJECTION TO REPLY TO**  
**PLAINTIFF'S RESPONSE TO**  
**DEFENDANTS' PARTIAL MOTION**  
**TO DISMISS**

Honorable Randall H. Warner

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17  
18 Plaintiff is filing an **OBJECTION** to the Defendants' **REPLY TO PLAINTIFF'S**  
19 **RESPONSE TO DEFENDANTS' PARTIAL MOTION TO DISMISS** as the document  
20 is filed untimely and does not **only** address those matters raised in the Plaintiff's  
21 responsive memorandum filed June 4, 2025 according to A.R.S. Rules of Civil  
22 Procedure, Rule 7.1(a)(3):

23 *"(3) Responsive and Reply Memoranda.* Unless a specific rule  
24 states otherwise, an opposing party must file any responsive  
memorandum within 10 days after the motion and supporting  
memorandum are served; and, within 5 days after a responsive

1 memorandum is served, the moving party may file a reply  
2 memorandum, which may address only those matters raised  
3 in the responsive memorandum. Unless the court orders otherwise,  
4 a responsive memorandum may not exceed 17 pages, exclusive  
of attachments and any required statement of facts, and a reply  
memorandum may not exceed 11 pages, exclusive of attachments.”

5 and Rule 6(a)(2):

6 “(2) *Exclusions if the Deadline Is Less Than 11 Days.* Exclude  
7 intermediate Saturdays, Sundays, and legal holidays if the  
period is less than 11 days.”

8 **I. BACKGROUND**

9 1. Plaintiff filed a **RESPONSIVE MEMORANDUM TO ASSOCIATION’S**  
10 **PARTIAL MOTION TO DISMISS PLAINTIFF’S CLAIMS THAT ARE DERIVATIVE**  
11 **IN NATURE PURSUANT TO RULE 12(B)(6)** on June 4, 2025. Defendants’ **REPLY TO**  
12 **PLAINTIFF’S RESPONSE TO DEFENDANTS’ PARTIAL MOTION TO DISMISS**  
13 was filed June 17, 2025, five(5) days late.

14 2. Plaintiff requested that the court deny the Defendant’s request to dismiss any  
15 of the twelve claims in the “Breach of Contract” complaint filed April 11, 2025 and  
16 served by the Maricopa County Sheriff April 26, 2025 on the Defendants. An answer  
17 was due from the Defendants by May 16, 2025, but Defendants failed to comply with  
18 Rules of Civil Procedure 12 (a)(1)(A)(i) in a timely manner.

19 The ASSOCIATION’S PARTIAL MOTION TO DISMISS PLAINTIFF’S CLAIMS  
20 THAT ARE DERIVATIVE IN NATURE PURSUANT TO RULE 12(B)(6) (“Answer”) was  
21 filed May 28, 2025, twelve (12) days late. The Defendant’s attorney's attempt to  
22 transform the case into a derivative suit is a tactic to avoid accountability regarding the  
23 Defendants’ actions of blatantly refusing to comply with the Arizona Revised Statutes  
24

1 regarding condominiums, the Tara "Declaration of Restrictions, Establishment of Board  
2 of Management and Lien Rights" ("Declaration") and the By-Laws in an attempt to  
3 circumvent the Plaintiff's standing to sue for individual harms against her and to shield  
4 the Defendants from personal liability and accountability; the result of their breach of  
5 contract and operating outside their scope of authority and in bad faith.

6 3. According to A.R.S. Rules of Civil Procedure, Rule 7.1(a)(3):  
7 (3) the moving party may file a reply memorandum, which may address only those  
8 matters raised in the responsive memorandum.

9 On page 2 - 3 of the Defendants' "Reply", the Defendants are rearguing case  
10 laws brought up in the **ASSOCIATIONS PARTIAL MOTION TO DISMISS**  
11 **PLAINTIFF'S CLAIMS THAT ARE DERIVATIVE IN NATURE PURSUANT TO**  
12 **RULE 12(B)(6)** and restating their original claims against the case being a direct claim  
13 vs. a derivative claim brought up in their original motion. They are not referencing  
14 points made in Plaintiff's response memorandum. See line 23, page 3, "Lastly, Plaintiff  
15 alleges in her Complaint..."

16 4. Defendants repeatedly site Corporate Laws instead of Condominium Laws on  
17 page 4. Condominium Laws supersede Corporate Laws as all condominiums are  
18 required to abide by the Condominium Act,

## 19 **II. LATE FILINGS AND RULE NON-COMPLIANT FILINGS**

20 1. If the legal documents filed by the defendants do not follow the time  
21 limitations with the court enforcing them, the Petitioner is prejudiced because the  
22 Defendant gains an unfair advantage by being able to introduce information or  
23 arguments that were not subject to the routine rules and deadlines catching the  
24 petitioner off guard.

1           2. The non-compliance of the Defendants following procedural rules is leading  
2 to the Plaintiff having to waste time arguing on the untimely and non-compliant  
3 documents that are being used to argue points intended to distract from the actual  
4 points and merits of the case which is a direct claim, breach of contract petition.

5           3. Addressing non-compliant filings and motions requires legal work, which can  
6 unnecessarily increase the cost of litigation for the parties involved, benefiting only the  
7 attorneys.

8           **III. CONCLUSION**

9           Petitioner objects to the acceptance and consideration of any motions, points of  
10 memorandums, replies, responses or requests by the Defendant that are not in  
11 compliance with the Rules of Civil Procedure. Petitioner requests that Defendants'  
12 arguments not be considered and that the court deny any such attempt to make the  
13 Petitioner or the Defendants responsible financially for any such claims that the lawyer  
14 is filing not in compliance with the Rules of Civil Procedure.

15           Plaintiff hereby respectfully requests this Court to deny the motion to dismiss  
16 any of the claims in the Breach of Contract case as they are direct claims with various  
17 losses to the Plaintiff all the result of the Defendants' Breach of Contract of the  
18 Declaration and State Statutes. The Plaintiff further request the granting of the relief  
19 requested in the Amended Emergency Orders in the form of the Temporary  
20 Restraining Order and Temporary Injunctive Relief. The Plaintiff requests that the  
21 court deny any award of attorneys' fees or costs expended on behalf of the Defendants  
22 as a Board or individually.

23           Respectfully Submitted this 17th day of June, 2025.  
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**ORIGINAL** of the foregoing e-filed  
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