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7

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**  
10

11  
12 Lisa Marx

13 Plaintiff,

14  
15 vs.

16  
17 Tara Condominiums Association, Inc.,  
18 Mark Gottmann and Dennis Anderson  
19 Defendant.

Case No. CV 2025-012980

20 **PLAINTIFF'S FIRST**  
21 **SUPPLEMENTAL DISCLOSURE**  
22 **STATEMENT**

Cumulative Format

*Additions in Bold Italics*

~~Retractions in Strikethrough~~

23 **PLAINTIFF'S FIRST SUPPLEMENTAL RULE 26.1**  
24 **DISCLOSURE STATEMENT**

1 Pursuant to Arizona Rule of Civil Procedure 26.1, Plaintiff Lisa Marx provides this *First*  
2 *Supplemental* disclosure statement setting forth the following, based on information  
3 reasonably available as of *February 25, 2026* with the right to amend and supplement as  
4 discovery proceeds. *Additions are in Bold Italics.* Deleted text is struck through.

5 **DISCLAIMER**

6 Defendants must acknowledge that this document is *the First Supplemental Disclosure*  
7 and, due to the early stage of these proceedings, the information provided herein may  
8 be incomplete, inaccurate, or limited in scope. This is attributable to at least the limited  
9 information currently available to Plaintiff and/or disclosed by Defendants.

10 Plaintiff expressly reserves the right to supplement or amend these disclosures as  
11 additional information becomes available and its relevance is determined, in  
12 accordance with Rule 26.1(e) of the Arizona Rules of Civil Procedure. Any attempt to  
13 hold Plaintiff accountable for the completeness or accuracy of these *First Supplemental*  
14 *Disclosure* would contravene the principles of fairness and the Defendants' obligations  
15 under Arizona law to engage in good-faith discovery practices. Plaintiff cannot and  
16 should not be held responsible for limitations in the information presently available,  
17 and any perceived mistakes should be brought immediately to the Plaintiff's attention  
18 or waived. *Allstate Ins. Co. v. O'Toole, 182 Ariz. 284, 895 P.2d 998 (App. 1995)*  
19 *(supports good-faith supplementation in early discovery)* *Old Pueblo Transit Co. v.*  
20 *Corp. Comm'n of Ariz., 84 Ariz. 389, 329 P.2d 472 (1958) (holds pro se to same*  
21 *standards but allows notice of mistakes)*

22  
23  
24 **(1) The factual basis of each of the disclosing party's claims or defenses:**

1 Plaintiff's claims stem from Defendants' violations of the Association's governing  
2 documents (Declaration, Bylaws, Articles of Incorporation) and A.R.S. §§ 33-1201 et  
3 seq. (Arizona Condominium Act) and 10-11601 et seq. (Arizona Nonprofit Corporation  
4 Act), causing direct, individualized harm to Plaintiff. The Declaration, Bylaws, and  
5 Articles of Incorporation constitute a valid and enforceable contract between Plaintiff  
6 and the Association, enforceable under Arizona law. *Johnson v. Pointe Cmty. Ass'n,*  
7 *Inc., 205 Ariz. 485, ¶ 23, 73 P.3d 616, 620 (Ct. App. 2003) (confirms governing docs as*  
8 *enforceable contracts)* The Articles of Incorporation and A.R.S. § 10-3102 limit the  
9 Association's powers to those permitted by statute and the governing documents.  
10 A.R.S. § 10-11601 requires that the Association maintain complete and accurate records  
11 of corporate and financial affairs.

12 The Arizona Condominium Act further requires open meetings with notice,  
13 member participation rights, record access, proper maintenance of common  
14 elements, and fair treatment of members. Defendants owed fiduciary and  
15 contractual duties to Plaintiff under these statutes, the governing documents,  
16 and Restatement (Third) of Property: Servitudes §§ 6.13, 6.14, including the duty  
17 to treat members fairly, act reasonably in exercising discretionary powers,  
18 comply with statutory and contractual limitations on authority, and maintain  
19 transparency in governance. *Tierra Ranchos Homeowners Ass'n v. Kitchukov,*  
20 *216 Ariz. 195, 165 P.3d 173 (App. 2007) (adopts Restatement for HOA*  
21 *reasonableness duties) Restatement (Third) of Property: Servitudes §§ 6.13, 6.14*  
22 *(Am. L. Inst. 2000) (outlines HOA duties to treat members fairly).* Plaintiff has  
23 complied with all material obligations under the governing documents and  
24 applicable law or has been excused from performance. The Association,

1 committed breaches of contract and statutory duties by engaging in acts in  
2 violation of A.R.S. §§ 33-1247, 33-1248, 33-1243, 33-1250, 33-1212, 33-1253, 33-  
3 1258, 10-11601, 33-1227, 33-1202.24, 10-3102 the Articles of Incorporation, and the  
4 Declarations.

5 **Count I: Breach of Contract (Against the Association)**

6 The Association *via ultra vires acts as stated in the 2<sup>nd</sup> Amended Complaint* breached  
7 its obligations by unauthorized actions without open meetings or votes *causing*  
8 *deprivation of statutory governance and participation rights* (Declaration § 9.E,  
9 Bylaws § 1.08 ADMINISTRATION OF REGULATIONS- *It shall be the duty of the*  
10 *Board of management to impartially administer the regulations governing the use and*  
11 *occupancy of the units.*). *Sycamore Hills Estates Homeowners Ass'n v. Zabloutny, 250*  
12 *Ariz. 479, ¶ 11, 481 P.3d 700 (App. 2021) (holds ultra vires acts void) Johnson v. Pointe*  
13 *Cmty. Ass'n, Inc., 205 Ariz. 485, ¶ 23, 73 P.3d 616, 620 (Ct. App. 2003) (governing*  
14 *documents are enforceable contracts).*

15 *The Association's violations of A.R.S. § 33-1248, which requires open meetings for*  
16 *owners to participate in decisions affecting their homes, constitute a direct claim by*  
17 *Plaintiff through ultra vires acts that caused personal participatory, emotional, and*  
18 *governance harms. Kalway v. Calabria Ranch HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d*  
19 *18 (2022) (HOA actions must be reasonable and foreseeable). Instead, Mr. Gottmann*  
20 *routinely made major decisions unilaterally without proper noticed meetings or*  
21 *member input, violating both the statute and Declaration section 9.E., which requires a*  
22 *majority vote of the board.*

23 *Direct Personal Harms to Plaintiff*  
24

1 *These ultra vires and bad-faith acts caused Plaintiff unique, individualized harms not*  
2 *shared equally by other owners: loss of the statutory right to participate in*  
3 *governance, denial of transparency and records access, destruction of hundreds of*  
4 *hours of Plaintiff's personal volunteer labor restoring common areas, daily*  
5 *confrontation with the deliberate neglect and deterioration of that work, profound*  
6 *frustration and helplessness from being silenced and disrespected, severe emotional*  
7 *distress and anxiety from public blame-shifting and false narratives (including letters*  
8 *naming Plaintiff nine times), community alienation and exclusion, creation of stressful*  
9 *and unsafe meeting environments, targeted retaliation (including removal from the*  
10 *Landscaping Committee and threatening attorney letters), increased personal financial*  
11 *burden from higher assessments and insurance costs, devaluation of Plaintiff's*  
12 *property interest, and ongoing loss of peaceful enjoyment of her home.*  
13 *Plaintiff seeks recognition and compensation for these direct personal damages as part*  
14 *of any settlement.*

15  
16 **Count II: Violation of A.R.S. § 33-1258**

17 The Association, *via ultra vires acts* denied timely access to records (e.g., financials,  
18 Architectural Forms, *Insurance records, violation notices and other Association*  
19 *records*), excluding Plaintiff from governance of architectural changes to  
20 common/limited common areas, *denial of inspection rights limiting ability to monitor*  
21 *finances timely, denying transparency, deprivation of statutory governance and*  
22 *participation rights. Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18, 31 P.3d*  
23 *821 (App. 2001) (allows direct claims for personal harms) (Restatement (Third) of*  
24 *Prop.: Servitudes §§ 6.13-6.14). See Direct Personal Harms to Plaintiff in Count I,*

1 *incorporated herein by reference. Plaintiff seeks recognition and compensation for*  
2 *these direct personal damages as part of any settlement.*  
3

4 **Count III: Violation of A.R.S. § 33-1248**

5 The Association conducted *ultra vires* business without open meetings, votes of the  
6 board, rights to address board. *See Direct Personal Harms to Plaintiff in Count I,*  
7 *incorporated herein by reference. Plaintiff seeks recognition and compensation for*  
8 *these direct personal damages as part of any settlement.*  
9

10 **Count IV: Violation of A.R.S. § 33-1212**

11 The Association improperly *and with ultra vires acts* filed unit-specific *insurance*  
12 *claims and waived a lien depriving statutory governance and participation rights,*  
13 *failing to care and act responsibly while ignoring specific emails and letters informing*  
14 *them of the wrongs they were committing ultimately directly affecting the Plaintiff.*  
15 *(Dreamland Villa Cmty. Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009))*  
16 *(invalidates untethered burdens. See Direct Personal Harms to Plaintiff in Count I,*  
17 *incorporated herein by reference. Plaintiff seeks recognition and compensation for*  
18 *these direct personal damages as part of any settlement.*  
19

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

21 The Association neglected common elements (2024-2025) and mishandled insurance.  
22 *The board's violations of A.R.S. § 33-1247, which requires the Association to maintain*  
23 *the common elements for every owner's peaceful and quiet use of their property, have*  
24 *caused Plaintiff direct personal damages. See Direct Personal Harms to Plaintiff in*

1 *Count I, incorporated herein by reference. Plaintiff seeks recognition and compensation*  
2 *for these direct personal damages as part of any settlement.*

3  
4 **Count VI: Violation of A.R.S. § 33-1253**

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

6 *The Association, through Gottmann's ultra vires acts, approved improper insurance*  
7 *claims and shifted to a non-compliant policy. See Direct Personal Harms to Plaintiff*  
8 *in Count I, incorporated herein by reference. Plaintiff seeks recognition and*  
9 *compensation for these direct personal damages as part of any settlement.*

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

12 *The Association failed to maintain records in violation of A.R.S. § 10-11601 through*  
13 *ultra vires acts. See Direct Personal Harms to Plaintiff in Count I, incorporated herein*  
14 *by reference. Plaintiff seeks recognition and compensation for these direct personal*  
15 *damages as part of any settlement.*

16  
17 **Count VIII: Violation of A.R.S. § 33-1250**

18 *The Association denied voting rights in violation of A.R.S. § 33-1250 through ultra*  
19 *vires acts. See Direct Personal Harms to Plaintiff in Count I, incorporated herein by*  
20 *reference. Plaintiff seeks recognition and compensation for these direct personal*  
21 *damages as part of any settlement.*

22  
23 **Count IX: Breach of Fiduciary Duty (Gottmann)**

24 **Breach of fiduciary duty to Plaintiff: through**

1  
2 *Gottmann's* breach of fiduciary duty to Plaintiff under A.R.S. § 33-1243 alleged through  
3 selective targeting, harassment, denial of records access, interruptions during meetings,  
4 enforcement of unauthorized rules, exclusion from events, ~~and~~ verbal personal attacks,  
5 *and retaliatory behavior* constitutes a direct claim. *See Direct Personal Harms to*  
6 *Plaintiff in Count I, incorporated herein by reference. Plaintiff seeks recognition and*  
7 *compensation for these direct personal damages as part of any settlement.*  
8

9 **Count X: Breach of Fiduciary Duty (Anderson)**

10 *Anderson's* breach of fiduciary duty to Plaintiff under A.R.S. § 33-1243 alleged through  
11 selective targeting, harassment, ~~denial of records~~, interruptions during meetings,  
12 enforcement of unauthorized rules, exclusion from events, ~~and~~ verbal personal attacks.  
13 *and retaliatory behavior constitutes a direct claim. See Direct Personal Harms to*  
14 *Plaintiff in Count I, incorporated herein by reference. Plaintiff seeks recognition and*  
15 *compensation for these direct personal damages as part of any settlement.*  
16

17 *The rest TBD. Plaintiff reserves the right to augment this section as necessary.*  
18

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 Board Members.

1 The plaintiff's claims are primarily based on allegations that the defendants breached  
2 contractual obligations under the Association's governing documents (treated as a  
3 binding contract under Arizona law), committed ultra vires acts, violated specific  
4 provisions of the Arizona Condominium Act (A.R.S. §§ 33-1201 et seq.) and the Arizona  
5 Nonprofit Corporation Act, and breached fiduciary duties. These actions allegedly  
6 caused individualized harm to the plaintiff, including financial losses, diminished  
7 property value, and interference with property use and enjoyment, *emotional distress*  
8 *and anxiety, frustration and helplessness from lack of transparency and silenced*  
9 *advocacy, community divisiveness leading to alienation and exclusion, creation of*  
10 *stressful environments, loss of peaceful enjoyment of the home, heightened risk of*  
11 *uncovered losses, increased insurance premiums, devaluation of property title, and*  
12 *reputational harm from shaming – harms unique to Plaintiff due to her prior board*  
13 *service, knowledge of governance, and targeted retaliation (see factual basis in (a)(1)*  
14 *for details).*

15 Key overarching legal theories include uniform and non-discriminatory enforcement of  
16 restrictions, as well as fiduciary duties of care, loyalty, and obedience owed by the  
17 board. Citations include Restatement (Third) of Property: Servitudes §§ 6.13-6.14  
18 (requiring uniform, non-discriminatory enforcement); Johnson v. Pointe Cmty. Ass'n,  
19 Inc., 205 Ariz. 485, 73 P.3d 616 (App. 2003); Prieve v. Flying Diamond Airpark, LLC,  
20 252 Ariz. 195 (App. 2021); and Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47 (App.  
21 2001). The claims are detailed as follows:

22 ***Claim Count 1: Breach of Contract (Breach of Declarations)***

23 ***Legal Theory and Basis:*** Breach of the Association's Declaration and Bylaws as a  
24 binding contract, including unauthorized expenditures, improper elections, selective

1 enforcement, and failure to hold proper meetings or votes. Based on Arizona contract  
2 law principles applied to governing documents, with harm from ultra vires acts. *Prieve*  
3 *v. Flying Diamond Airpark, LLC*, 252 Ariz. 195 (App. 2021) (supports void ultra vires)  
4 *The Association's violations of A.R.S. § 33-1248, which requires open meetings for*  
5 *owners to participate in decisions affecting their homes, constitute a direct claim by*  
6 *Plaintiff through ultra vires acts that caused personal participatory, emotional, and*  
7 *governance harms. Albers v. Edelson Tech. Partners L.P.*, 201 Ariz. 47, ¶ 18, 31 P.3d 821  
8 (App. 2001) (distinguishes direct harms) *Instead, Mr. Gottmann routinely made major*  
9 *decisions unilaterally without proper noticed meetings or member input, violating*  
10 *both the statute and Declaration section 9.E., which requires a majority vote of the*  
11 *board. Kalway v. Calabria Ranch HOA, LLC*, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022)  
12 (limits unreasonable actions) *Because Plaintiff had spent hundreds of hours personally*  
13 *restoring the common areas and acting in a chairman or secretary position for three*  
14 *years, Plaintiff possessed valuable knowledge and tried repeatedly to raise*  
15 *maintenance issues in emails and at the few meetings that were held. Plaintiff's input*  
16 *was ignored, and no meetings were called to address the problems Plaintiff identified.*  
17 *This denied Plaintiff the statutory right to participate in governance and advocate for*  
18 *the property Plaintiff had worked so hard to improve. Personal harms: Plaintiff lost*  
19 *the right to be heard on issues directly affecting the home. Plaintiff spent countless*  
20 *additional hours preparing detailed emails and speaking up, only to be completely*  
21 *disregarded. This caused Plaintiff profound frustration, helplessness, and loss of*  
22 *peaceful enjoyment, knowing problems were worsening because Plaintiff's voice was*  
23 *silenced. The retaliation was clear – Plaintiff was removed from the Landscaping*  
24 *Committee in January 2024 and later received a threatening attorney letter restricting*

1 *Plaintiff's own maintenance activities. Continuing damages: Plaintiff still feels the*  
2 *ongoing loss of governance rights and the emotional toll of knowing Plaintiff's*  
3 *expertise was deliberately excluded while the property Plaintiff helped beautify*  
4 *deteriorated. Plaintiff seeks recognition and compensation for these direct personal*  
5 *damages as part of any settlement. Dreamland Villa Cmty. Club, Inc. v. Rahe, 221*  
6 *Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered amendments) Powell v.*  
7 *Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by intent)*  
8

9 ***Claim Count 2: Violation of A.R.S. § 33-1258 (Inspection of Records)***

10 *Legal Theory and Basis:* Statutory violation for denying or limiting access to  
11 Association records, failing to respond timely, and excluding non-exempt documents,  
12 entitling plaintiff to remedies including costs and fees.

13 *The Association, via ultra vires acts denied timely access to records (e.g., financials,*  
14 *Architectural Forms, Insurance records, violation notices and other Association*  
15 *records), excluding Plaintiff from governance of architectural changes to*  
16 *common/limited common areas, denial of inspection rights limiting ability to monitor*  
17 *finances timely, denying transparency, deprivation of statutory governance and*  
18 *participation rights (Restatement (Third) of Prop.: Servitudes §§ 6.13-6.14). A.R.S. §*  
19 *33-1258 gives every owner the individual right to inspect association records. Mr.*  
20 *Gottmann repeatedly denied or delayed Plaintiff's specific records requests, acting*  
21 *unilaterally without proper board process. Personal harms: This forced Plaintiff to*  
22 *spend over \$2,000 of her own money and many hours filing ADRE complaints just to*  
23 *enforce her statutory right. Plaintiff spent many hours through the ADRE case and*  
24 *repeated attempts to educate through emails that the board needed to be transparent*

1 *and turn records over timely. The ADRE case ruled in Plaintiff's favor that the board*  
2 *was violating A.R.S. § 33-1258 by not turning over records timely; however, this had*  
3 *no effect on the board, and they did not change their actions. Despite this ruling on*  
4 *September 20, 2024, Gottmann continued to publicly blame Plaintiff for the*  
5 *Association's legal expenses stemming from her ADRE petition, without taking*  
6 *responsibility for the Board's violations, as seen in his September 17, 2024 letter to the*  
7 *community (using Plaintiff's name 9 times and stating costs "come out of all of Tara*  
8 *member pockets"), the October 12, 2024 budget committee meeting (attributing \$3,500*  
9 *in legal fees to "issues related to an individual homeowner"), the November 1, 2024*  
10 *budget letter (implying her actions caused ongoing legal fees contributing to a \$50 dues*  
11 *increase), and the January 11, 2025 annual meeting minutes (stating \$5,500 in legal*  
12 *expenses were "necessitated by one of our owners filing a petition"). This egregious*  
13 *blame-shifting caused Plaintiff unique emotional distress and anxiety from the false*  
14 *narrative undermining her credibility, profound frustration and helplessness from*  
15 *being portrayed as burdensome despite the Board's faults, community divisiveness*  
16 *leading to alienation and exclusion with "great ire" directed at her, and loss of*  
17 *peaceful enjoyment of her home due to the resulting stressful environment and targeted*  
18 *retaliation. Because Plaintiff had deep knowledge of the property and the books from*  
19 *her years of hands-on work as Secretary and Chairperson, access to records was*  
20 *especially important to her so she could verify maintenance and financial decisions, as*  
21 *well as the accuracy of the financials. While serving on the board, Plaintiff spent six*  
22 *months in 2022, while fulfilling the role of Chairperson in addition to her original role*  
23 *of Secretary, going through the financials and fixing the errors of the vendor who was*  
24 *hired to do the financials and made an absolute mess of them, resulting in the board*

1 firing them and hiring a different company. All of this personal, unpaid investment of  
2 time and energy to get the financials straightened out so that members could  
3 understand the Association's financial position made it very important to Plaintiff  
4 that she monitored what was going on going forward to avoid such efforts from  
5 having to be made again. Additionally, Plaintiff created the use of the Treasurer's  
6 Report for the homeowners to have a simplified understanding of the financial  
7 position of the Association that reconciled with the bank statement to the penny, each  
8 month. The denial caused Plaintiff direct financial loss and enormous frustration.  
9 Continuing damages: The lack of transparency continues to impair Plaintiff's ability  
10 to protect her unit and monitor ongoing issues. A recent board meeting in which the  
11 board wanted to approve the continuation of the "Workers Comp - If Any Policy" and  
12 request to see current Certificates of insurance revealed undisclosed insurance in the  
13 form of a "Workers Comp - If Any" policy for March 2025 through March 2026 in  
14 which Gottmann refuses to turn over the Certificate of Insurance. No Architectural  
15 change forms have been disclosed nor violation letters, both of which include only  
16 issues to the common areas of the Association, not private homeowner matters. These  
17 failures point to the fact that the association is not enforcing the governing Documents  
18 and not being transparent with the association. Plaintiff seeks recognition and  
19 compensation for these direct personal damages as part of any settlement. *Kalway v.*  
20 *Calabria Ranch HOA, LLC*, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable  
21 actions) *Dreamland Villa Cmty. Club, Inc. v. Rahe*, 221 Ariz. 43, ¶ 43, 210 P.3d 465  
22 (App. 2009) (invalidates untethered amendments) *Powell v. Washburn*, 211 Ariz. 553, ¶  
23 1, 125 P.3d 373 (2006) (interprets by intent) *Albers v. Edelson Tech. Partners L.P.*, 201  
24

1 *Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001) (distinguishes direct harms) Prieve v. Flying*  
2 *Diamond Airpark, LLC, 252 Ariz. 195 (App. 2021) (supports void ultra vires)*  
3

4 **Claim Count 3: Violation of A.R.S. § 33-1248 (Open Meetings)**

5 *Legal Theory and Basis:* Statutory violation for conducting business without proper  
6 notice, agendas, discussions, votes, or open participation, including restricting  
7 plaintiff's statements and selectively enforcing rules.

8 *The Association conducted business without open meetings, votes of the board, rights*  
9 *to address board. This resulted in deprivation of statutory governance and*  
10 *participation rights, loss of contractual and statutory committee service and decision-*  
11 *making rights, denied fair treatment and impartiality, financial hardship, denied*  
12 *transparency, limited ability to know and understand the affairs of the association,*  
13 *and loss of voting rights materially affecting property interests. A.R.S. § 33-1248*  
14 *requires the board to hold open meetings so owners can participate in decisions that*  
15 *affect their homes. Instead, Mr. Gottmann routinely made major decisions unilaterally*  
16 *without proper noticed meetings or member input, violating both the statute and*  
17 *Declaration section 9.E., which requires a majority vote of the board. Because Plaintiff*  
18 *had spent hundreds of hours personally restoring the common areas, Plaintiff*  
19 *possessed valuable knowledge and tried repeatedly to raise maintenance issues in*  
20 *emails and at the few meetings that were held. Plaintiff's input was ignored, and no*  
21 *meetings were called to address the problems Plaintiff identified. This denied Plaintiff*  
22 *the statutory right to participate in governance and advocate for the property Plaintiff*  
23 *had worked so hard to improve. Personal harms: Plaintiff lost the right to be heard on*  
24 *issues directly affecting the home. Plaintiff spent countless additional hours preparing*

1 *detailed emails and speaking up, only to be completely disregarded. This caused*  
2 *Plaintiff profound frustration, helplessness, and loss of peaceful enjoyment, knowing*  
3 *problems were worsening because Plaintiff's voice was silenced. The retaliation was*  
4 *clear – Plaintiff was removed from the Landscaping Committee in January 2024 and*  
5 *later received a threatening attorney letter restricting Plaintiff's own maintenance*  
6 *activities. Continuing damages: Plaintiff still feels the ongoing loss of governance*  
7 *rights and the emotional toll of knowing Plaintiff's expertise was deliberately*  
8 *excluded while the property Plaintiff helped beautify deteriorated. The board's*  
9 *violations of A.R.S. § 33-1248, which requires the Association to hold open meetings*  
10 *for every owner's participation in decisions affecting their property, have caused*  
11 *Plaintiff direct personal damages. Plaintiff seeks recognition and compensation for*  
12 *these direct personal damages as part of any settlement. Kalway v. Calabria Ranch*  
13 *HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable actions)*  
14 *Dreamland Villa Cmty. Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009)*  
15 *(invalidates untethered amendments) Powell v. Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d*  
16 *373 (2006) (interprets by intent) Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18,*  
17 *31 P.3d 821 (App. 2001) (distinguishes direct harms) Prieve v. Flying Diamond Airpark,*  
18 *LLC, 252 Ariz. 195 (App. 2021) (supports void ultra vires)*

19  
20 **Claim Count 4: Violation of A.R.S. § 33-1212 (Unit Boundaries and Responsibilities)**  
21 **Legal Theory and Basis:** Statutory violation for improperly assessing unit owners for  
22 common element costs and failing to maintain boundaries between units and common  
23 areas. *The Association's violations of A.R.S. § 33-1212, which defines unit boundaries*  
24 *and responsibilities for maintenance/insurance between units and common elements,*

1 *constitute a direct claim by Plaintiff through ultra vires acts and improper claims*  
2 *against the master policy that caused personal financial, emotional, and property*  
3 *harms unique to Plaintiff due to her fixed-income status, prior board service, and*  
4 *persistent advocacy against mismanagement. The Association improperly claimed unit*  
5 *owner's damages and expenses on common element policy (e.g., insurance claims for*  
6 *unit-specific plumbing failures at 13601 N. Newcastle) and failed to maintain clear*  
7 *boundaries, blurring responsibilities and leading to increased master policy premiums,*  
8 *in violation of the statute and Declaration provisions on common elements/units. The*  
9 *Association improperly and with ultra vires acts waived a lien depriving statutory*  
10 *governance and participation rights, failing to care and act responsibly while ignoring*  
11 *specific requirements in our Declaration that demanded a lien be placed when it was*  
12 *ultimately failing to impartially administer the regulations governing the use and*  
13 *occupancy of the units affecting the ability of Plaintiff to pay increased assessments,*  
14 *deprived of impartiality, financial hardship, and monetary loss from increased*  
15 *assessments. This failure directly harmed Plaintiff by imposing inequitable financial*  
16 *burdens, depriving her of impartiality, and causing monetary loss from increased*  
17 *assessments – harms intensified by her unsuccessful advocacy, the lack of transparency*  
18 *leading to profound frustration, helplessness from silenced input, emotional distress*  
19 *from mismanagement anxiety, and loss of peaceful enjoyment of her home. Plaintiff*  
20 *seeks recognition and compensation for these direct personal damages as part of any*  
21 *settlement. Kalway v. Calabria Ranch HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18*  
22 *(2022) (limits unreasonable actions) Dreamland Villa Cmty. Club, Inc. v. Rahe, 221*  
23 *Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered amendments) Powell v.*  
24 *Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by intent) Albers v.*

1 *Edelson Tech. Partners L.P.*, 201 Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001) (*distinguishes*  
2 *direct harms*) *Prieve v. Flying Diamond Airpark, LLC*, 252 Ariz. 195 (App. 2021)  
3 (*supports void ultra vires*)  
4

5 **Claim Count 5: Violation of A.R.S. § 33-1247 (Upkeep of Condominium)**

6 *Legal Theory and Basis:* Statutory violation for failing to maintain common elements,  
7 allowing deterioration, and improperly assessing costs to individual owners. *The*  
8 *Association's violations of A.R.S. § 33-1247, which mandates upkeep of common*  
9 *elements for owners' peaceful enjoyment, constitute a direct claim by Plaintiff through*  
10 *ultra vires acts of neglect that caused personal emotional, financial, and property*  
11 *harms unique to Plaintiff due to her extensive volunteer efforts, prior board service,*  
12 *and advocacy against mismanagement. Specifically, the Association allowed*  
13 *deliberate deterioration (e.g., plants dying from lack of water, weeds returning, asphalt*  
14 *cracking without repairs) in a targeted, retaliatory manner starting in summer 2023,*  
15 *violating the statute's maintenance duties and Declaration provisions on common*  
16 *areas. Despite Plaintiff's hundreds of hours invested in restoring common areas (e.g.,*  
17 *pruning, weeding, installing watering systems, leading a \$130,000 asphalt project), her*  
18 *emails and statements were ignored, no meetings were called, and she received a*  
19 *threatening letter in May 2025 prohibiting her maintenance activities. This failure*  
20 *directly harmed Plaintiff by destroying her personal labor's results, imposing*  
21 *inequitable costs from increased assessments due to neglect, causing daily*  
22 *confrontation with deterioration, and ongoing anxiety over property protection—*  
23 *harms not shared equally but stemming from the board's bad-faith refusal to act,*  
24 *intensified by her unsuccessful advocacy (e.g., ignored emails/letters) leading to*

1 *profound frustration, helplessness from silenced input, emotional distress from*  
2 *mismanagement anxiety, and loss of peaceful enjoyment of her home. Plaintiff seeks*  
3 *recognition and compensation for these direct personal damages as part of any*  
4 *settlement. Kalway v. Calabria Ranch HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18*  
5 *(2022) (limits unreasonable actions) Dreamland Villa Cmty. Club, Inc. v. Rahe, 221*  
6 *Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered amendments) Powell v.*  
7 *Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by intent) Albers v.*  
8 *Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001) (distinguishes*  
9 *direct harms) Prieve v. Flying Diamond Airpark, LLC, 252 Ariz. 195 (App. 2021)*  
10 *(supports void ultra vires)*

11  
12 **Claim Count 6: Violation of A.R.S. § 33-1253 (Insurance)**

13 *Legal Theory and Basis:* Statutory violation for mishandling insurance claims, failing to  
14 maintain adequate coverage, and assessing improper premium increases to owners.

15 *1. The board's violations of A.R.S. § 33-1253, which mandates proper insurance*  
16 *coverage for common elements in condominium communities, constitute a direct claim*  
17 *by Plaintiff through ultra vires acts and favoritism ultimately failing to impartially*  
18 *administer the regulations governing the use and occupancy of the units that caused*  
19 *personal financial, emotional, and participatory harms unique to Plaintiff due to her*  
20 *prior board service, and persistent advocacy against mismanagement. Specifically, Mr.*  
21 *Gottmann approved the improper insurance claim against unit 13601 N. Newcastle*  
22 *unilaterally without a vote of the board in an open meeting, violating Declaration*  
23 *section 9.E., which requires majority board approval. This ultra vires act involved the*  
24 *Association covering damages from plumbing failures that were the responsibility of*

1 *the unit owner, not common elements, blurring statutory responsibilities and showing*  
2 *favoritism. Gottmann was not transparent with the handling of the claim's financial*  
3 *transactions in the community records, further denying Plaintiff the ability to monitor*  
4 *and challenge these decisions. Gottmann constantly blamed increased insurance rates*  
5 *on industry-wide factors such as fires, hurricanes and floods and local issues like flat*  
6 *roofs, the age of the buildings, and aluminum wiring, misleading owners about the*  
7 *expense and contribution of improper claims.*

8 *2. Regarding the type of Master insurance for the Association, Gottmann was*  
9 *dismissive of information provided regarding the statutes, our Declaration, and what*  
10 *it covered, including the obligation for owners to maintain HO-6 policies on their*  
11 *units, which duplicated the special forms "Walls In Betterments and Improvements"*  
12 *coverage on the Master policy, requiring homeowners like Plaintiff to pay twice and*  
13 *wasting Association funds. Gottmann ignored all information presented to him and*  
14 *showed great disrespect toward Plaintiff when she tried to speak in meetings about*  
15 *these issues. He unilaterally created a rule limiting members from speaking in meetings*  
16 *to 2 minutes and applied selective enforcement against Plaintiff by timing her and*  
17 *cutting her off at 2 minutes or less, while allowing others to address issues for*  
18 *extended periods, thus failing to treat all members fairly and ultimately failing to*  
19 *impartially administer the regulations governing the use and occupancy of the units.*  
20 *Gottmann also showed selective enforcement by failing to maintain order in meetings,*  
21 *allowing other members to talk disruptively and prevent what Plaintiff was saying*  
22 *from being heard. These public forms of humiliation and disrespect demonstrate a*  
23 *failure to treat all members fairly, violating Restatement (Third) of Prop.: Servitudes*  
24 *§§ 6.13-6.14, and create a sense of feeling unsafe. Plaintiff's repeated attempts to*

1 present information regarding the insurance were met with Gottmann's argumentative  
2 ways in meetings, dismissing her input by saying, "That's your opinion," or "That's  
3 not true," which created divisiveness in the community, resulting in exclusion,  
4 alienation, and retaliatory treatment toward Plaintiff for speaking up against  
5 Gottmann's actions.

6 3. Gottmann's *ultra vires* acts in hiring an attorney, Travis Law, without a  
7 majority vote of the board in an open meeting led to an improper change in the  
8 Declaration and a shift to a master insurance policy that did not cover the buildings or  
9 roofs effective December 1, 2025, violating A.R.S. § 33-1253 (mandatory property  
10 insurance for common elements unless unavailable) and Declaration section 9.E.  
11 (majority vote required). Gottmann also ignored the advice of the Mahoney Group,  
12 which suggested that pig tailing the aluminum wiring would eliminate risks of  
13 electrical fires and potentially reduce the Master Policy premium to about \$40,000 a  
14 year, as they stated: "Pigtail is the most common and the most reasonable. Yes. So  
15 that's your best way to go. As soon as you can get that done, the better, because the  
16 money you're really spending on insurance can go to the pig tailing, and then as your  
17 rate's going to drop as soon as you can get that done, obviously, then your  
18 rate's going to go back down on your insurance. So as soon as you can get that pig  
19 tailing done, the better," and the advice in the insurance meeting from Chandler Travis,  
20 the attorney, who stated, "Now, I think it'd be great if you all agreed to get pigtails  
21 done. Yeah, it's just the out-of-pocket expense and getting the rest of the members who  
22 aren't in attendance here the other owners to do that. And I think the key thing is for  
23 you to find out from the insurance company what they're going to require as far as  
24 what percentage picked out, for sure, is that 100% is that 90% what is that going to

1 *require in order for them to drop that rate down to, what do you say? \$40,000 Yeah,*  
2 *40,000 and again, it'll also save on your own individual policies that you have, yeah,*  
3 *and it'll make your unit resell able. Should you go to sell it by saying, we don't have*  
4 *aluminum wire, so, you know, for the long term. And again, it's not my decision, it's*  
5 *not the board's decision, it's the members decision, you know is, it seems pigtail would*  
6 *be a best option." Additionally, Gottmann ignored the majority of the homeowner's*  
7 *wishes to do the pig tailing and stated in the minutes of the meeting, "At our Insurance*  
8 *Board meeting on August 7, the most popular option was #3(pig tailing). The insurance*  
9 *carrier has subsequently informed us that we would need 100% compliance with pig*  
10 *tailing of the units, not the 50% presented by the insurance broker at the meeting. As a*  
11 *result, option 3 is not obtainable.), further demonstrating his refusal to fulfill his duty*  
12 *of care in looking for ways to make the pig tailing the option and failing to consider*  
13 *all factors while staying in compliance with the Declaration and state statutes*  
14 *regarding insurance ultimately failing to impartially administer the regulations*  
15 *governing the use and occupancy of the units. This also shows he is more interested in*  
16 *his personal interests. This non-compliant policy lacks property coverage for*  
17 *buildings, structures, roofs, exteriors, and common areas as defined in ARS 33-1201(8),*  
18 *exposing Plaintiff's undivided 1/50th interest in common elements as defined in ARS*  
19 *33-1201(8) to uninsured risks. To silence Plaintiff's advocacy against this illegal*  
20 *change, Gottmann involved the civil lawsuit attorney (Charles Oldham of CHDB Law)*  
21 *in non-litigation governance matters, resulting in him sending threatening letters*  
22 *(dated August 13, 18, 21, 28, 2025) accusing Plaintiff of unauthorized practice of law,*  
23 *demanding retractions, and threatening sanctions/injunctive relief— actions outside*  
24 *the attorney's litigation scope, as evidenced by Plaintiff's replies (August 18, 22, 2025)*

1 *objecting to the overreach and the supplemental memorandum (filed January 30, 2026)*  
2 *highlighting irreparable harm from the non-compliant policy. This improper*  
3 *involvement caused Plaintiff unique personal damages, including heightened risk of*  
4 *uncovered losses (e.g., from monsoons or water damage) to Plaintiff's property,*  
5 *increased personal insurance premiums if compliance is enforced for Plaintiff,*  
6 *devaluation of Plaintiff's property title, ongoing anxiety for Plaintiff about her*  
7 *financial stability and Association mismanagement, profound frustration and*  
8 *helplessness from being silenced and disrespected, emotional distress from community*  
9 *divisiveness and alienation triggered by the attorney's threats, creation of stressful*  
10 *and unsafe meeting environments fostering opposition against Plaintiff, and loss of*  
11 *peaceful enjoyment of Plaintiff's home – harms direct and unique to Plaintiff due to*  
12 *her detailed knowledge of the statutes and Declaration from prior board service, her*  
13 *persistent, unsuccessful advocacy to prevent the change, and the targeted retaliation*  
14 *via the attorney's overreaching letters. Plaintiff seeks recognition and compensation*  
15 *for these direct personal damages as part of any settlement. Kalway v. Calabria*  
16 *Ranch HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable actions)*  
17 *Dreamland Villa Cmty. Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009)*  
18 *(invalidates untethered amendments) Powell v. Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d*  
19 *373 (2006) (interprets by intent) Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18,*  
20 *31 P.3d 821 (App. 2001) (distinguishes direct harms) Prieve v. Flying Diamond Airpark,*  
21 *LLC, 252 Ariz. 195 (App. 2021) (supports void ultra vires)*

22  
23 **Claim Count 7: Violation of A.R.S. § 10-11601 (Corporate Records)**  
24

1 *Legal Theory and Basis:* Statutory violation under the Arizona Nonprofit Corporation  
2 Act for failing to maintain and provide complete corporate records, including contracts.  
3 *The Association's violations of A.R.S. § 10-11601, which requires nonprofit*  
4 *corporations to maintain permanent records such as minutes, actions without*  
5 *meetings, accounting records, member lists, and governing documents/resolutions,*  
6 *constitute a direct claim by Plaintiff through ultra vires acts that caused personal*  
7 *emotional, participatory, and governance harms unique to Plaintiff due to her prior*  
8 *board service and advocacy for transparency. Specifically, the Association failed to*  
9 *keep minutes or resolutions for critical decisions, including hiring attorney Travis Law*  
10 *Firm in April 2025 for ADRE complaints and Declaration amendments without proper*  
11 *open meeting votes, appointing board members prior to open votes, insurance*  
12 *deductible change in By-laws, the insurance claim for 13601 N. Newcastle, open*  
13 *meetings for budget ballot submissions, maintenance records, violations or*  
14 *architectural changes (as stated by Gottmann when requested), and non-response to*  
15 *volunteer action records. Similarly, no records were maintained for the shift to a non-*  
16 *compliant liability-only policy effective December 1, 2025 (violating A.R.S. § 33-1253),*  
17 *as highlighted in the January 30, 2026 supplemental memorandum and January 20, 2026*  
18 *Certificate of Liability Insurance confirming inadequate coverage. Gottmann's*  
19 *involvement of litigation counsel Charles Oldham (CHDB Law) in non-governance*  
20 *matters via threatening letters (dated June 11, July 1, August 13, 18, 21, and 28, 2025)*  
21 *accusing Plaintiff of unauthorized practice of law and demanding membership list*  
22 *destruction further demonstrates failure to record proper authorizations, stepping*  
23 *outside litigation scope. The board led by Gottmann never disclosed the ADRE*  
24 *complaint outcome, which homeowners had a right to know, and when contracts were*

1 requested, Gottmann stated they were oral (non-existent in records). Despite the ADRE  
2 ruling on September 20, 2024, against the Association for violating A.R.S. § 33-1258  
3 (failure to provide timely records), Gottmann continued to publicly blame Plaintiff for  
4 the Association's legal expenses stemming from her ADRE petition, without taking  
5 responsibility for the Board's violations, as seen in his September 17, 2024 letter to the  
6 community (using Plaintiff's name 9 times and stating costs "come out of all of Tara  
7 member pockets"), the October 12, 2024 budget committee meeting (attributing \$3,500  
8 in legal fees to "issues related to an individual homeowner"), the November 1, 2024  
9 budget letter (implying her actions caused ongoing legal fees contributing to a \$50 dues  
10 increase), and the January 11, 2025 annual meeting minutes (stating \$5,500 in legal  
11 expenses were "necessitated by one of our owners filing a petition"). This egregious  
12 blame-shifting caused Plaintiff unique emotional distress and anxiety from the false  
13 narrative undermining her credibility, profound frustration and helplessness from  
14 being portrayed as burdensome despite the Board's faults, community divisiveness  
15 leading to alienation and exclusion with "great ire" directed at her, and loss of  
16 peaceful enjoyment of her home due to the resulting stressful environment and targeted  
17 retaliation. This failure directly harmed Plaintiff by denying her the ability to verify  
18 compliance, monitor decisions affecting her property, and advocate effectively, forcing  
19 her to spend time and resources on ADRE complaints and numerous correspondence  
20 (e.g., Plaintiff's replies dated August 18 and 22, 2025), causing unique anxiety,  
21 frustration from lack of transparency, and intensified sense of helplessness – harms not  
22 shared equally but stemming from the board's bad-faith refusal to maintain records.  
23 Plaintiff seeks recognition and compensation for these direct personal damages as part  
24 of any settlement. *Kalway v. Calabria Ranch HOA, LLC*, 250 Ariz. 170, ¶ 12, 506 P.3d

1 18 (2022) (*limits unreasonable actions*) *Dreamland Villa Cmty. Club, Inc. v. Rahe*, 221  
2 *Ariz.* 43, ¶ 43, 210 P.3d 465 (App. 2009) (*invalidates untethered amendments*) *Powell v.*  
3 *Washburn*, 211 *Ariz.* 553, ¶ 1, 125 P.3d 373 (2006) (*interprets by intent*) *Albers v.*  
4 *Edelson Tech. Partners L.P.*, 201 *Ariz.* 47, ¶ 18, 31 P.3d 821 (App. 2001) (*distinguishes*  
5 *direct harms*) *Prieve v. Flying Diamond Airpark, LLC*, 252 *Ariz.* 195 (App. 2021)  
6 (*supports void ultra vires*)  
7

8 **Claim Count 8: Violation of A.R.S. § 33-1250 (Voting)**

9 **Legal Theory and Basis: Declaration, By-law and Statutory violation for denying**  
10 **voting rights, conducting votes without proper notice or quorum, and restricting**  
11 **participation in governance decisions. A.R.S. § 33-1250 governs voting rights in**  
12 **condominium associations, requiring that, in post-declarant control periods, votes be**  
13 **conducted in person or by absentee ballot tied to a meeting (no proxies), with**  
14 **mandatory transparency such as allowing owners to view ballots when requested and**  
15 **other requirements. The Gottmann violated this statute through ultra vires acts,**  
16 **including refusal to disclose proposed declaration changes in an open meeting prior to**  
17 **passing out the ballots so questions could be asked and stating, "I have them, but they**  
18 **will be going out Monday or Tuesday in the packets. In the packet that will be going**  
19 **out to all the homeowners Monday or Tuesday." He also stated, "...we're going to be**  
20 **going around to everybody, once we pass out the amendments and the ballot, and we're**  
21 **going to be going around and knocking on doors and seeing if we can talk to people,**  
22 **seeing if they're willing to talk to us, and to explain some of this stuff and to help them**  
23 **with their decision that they need to make." When asked about calling a meeting for**  
24 **ballots to be turned in, Gottmann answered, "NO, I am not." Instead conducted an**

1 *illegal hybrid vote on October 17, 2025, which approved the amendment without*  
2 *proper in-person or absentee procedures, violating A.R.S. § 33-1250(C) (votes must be*  
3 *tied to a meeting) and would not allow full inspection of the ballots breaching*  
4 *transparency requirements under A.R.S. § 33-1250(C)(7). This shows a willful disregard*  
5 *for statutory rights and breach of fiduciary duty. Additional violations include the*  
6 *Association's refusal to comply with A.R.S. § 33-1250(C) in failing to hold an open*  
7 *meeting to turn in ballots for the November 20, 2024 budget vote, as evidenced by the*  
8 *lack of documented open meeting votes in records and the ongoing litigation context in*  
9 *CV2025-062973 (consolidated with CV2025-012980), where Plaintiff sought declaratory*  
10 *judgment on these issues due to irreparable harm exceeding \$50,000. Despite Plaintiff's*  
11 *numerous correspondences to Gottmann (e.g., emails and letters pointing out legal*  
12 *requirements under A.R.S. § 33-1250 and related statutes), Gottmann failed to show*  
13 *care in these matters, ignored the requirements, and treated Plaintiff discriminatorily*  
14 *by dismissing her input while allowing others more participation, exacerbating the*  
15 *violations. Plaintiff was personally denied the right to vote in the budget meeting after*  
16 *requesting a meeting to be set up for that purpose to be in compliance with the law and*  
17 *none was provided. This denial directly harmed Plaintiff by depriving her of her*  
18 *statutory right to participate in decisions affecting her 1/50th undivided interest in*  
19 *common elements, forcing her to pursue legal action (e.g., the first amended complaint*  
20 *for declaratory and injunctive relief), causing unique emotional distress, anxiety from*  
21 *uncertainty over property protections, frustration from silenced advocacy, and loss of*  
22 *peaceful enjoyment of her home—harms intensified by her prior board service and*  
23 *detailed knowledge of governance requirements, leading to targeted retaliation and a*  
24 *sense of helplessness. Plaintiff seeks recognition and compensation for these direct*

1 *personal damages as part of any settlement. Kalway v. Calabria Ranch HOA, LLC, 250*  
2 *Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable actions) Dreamland Villa Cmty.*  
3 *Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered*  
4 *amendments) Powell v. Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by*  
5 *intent) Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001)*  
6 *(distinguishes direct harms) Prieve v. Flying Diamond Airpark, LLC, 252 Ariz. 195*  
7 *(App. 2021) (supports void ultra vires)*

8  
9 **Claim Count 9: Breach of Fiduciary Duty (Against Director Gottmann)**

10 *Legal Theory and Basis:* Breach of fiduciary duties (care, loyalty, obedience) through  
11 personal interference, selective enforcement, and ultra vires acts causing harm to  
12 plaintiff as a shareholder/member. *Gottmann's breach of fiduciary duty under A.R.S. §*  
13 *33-1243 (requiring directors to act in good faith, with reasonable care, and in the*  
14 *association's best interests) constitutes a direct claim by Plaintiff through ultra vires*  
15 *acts, selective targeting, and retaliatory behavior that caused personal emotional,*  
16 *participatory, and reputational harms. These breaches include denial of timely records*  
17 *access (violating A.R.S. § 33-1258), interruptions and discriminatory treatment during*  
18 *meetings (e.g., enforcing unauthorized 2-minute speaking limits selectively against*  
19 *Plaintiff while allowing others extended time, and failing to maintain order as others*  
20 *disrupted her), enforcement of unauthorized rules (e.g., restricting volunteer*  
21 *maintenance activities via threatening attorney letters), exclusion from governance*  
22 *(e.g., unilateral removal from the Landscaping Committee in January 2024), and verbal*  
23 *personal attacks (e.g., dismissing her input as "That's your opinion" or "That's not*  
24 *true," effectively calling her a liar in meetings). Additionally, Gottmann publicly and*

1 repeatedly blamed Plaintiff for increased legal fees and costs, despite knowing the  
2 ADRE ruled against the Association on September 20, 2024, for violating A.R.S. § 33-  
3 1258 (failure to provide timely records), without taking responsibility for the Board's  
4 non-compliance. This blame-shifting occurred in the September 17, 2024 letter to the  
5 community (using Plaintiff's name 9 times and stating costs "come out of all of Tara  
6 member pockets"), the October 12, 2024 budget committee meeting (attributing \$3,500  
7 in legal fees to "issues related to an individual homeowner"), the November 1, 2024  
8 budget letter (implying her actions caused ongoing legal fees contributing to a \$50 dues  
9 increase), and the January 11, 2025 annual meeting minutes (stating \$5,500 in legal  
10 expenses were "necessitated by one of our owners filing a petition"), creating "great  
11 ire" and division within the community directed at Plaintiff. Gottmann also failed to  
12 disclose the ADRE ruling outcome to the community, which homeowners had a right  
13 to know, further breaching transparency duties. This egregious behavior caused  
14 Plaintiff unique emotional distress and anxiety from the false narrative undermining  
15 her credibility, profound frustration and helplessness from being portrayed as  
16 burdensome despite the Board's faults, community divisiveness leading to alienation  
17 and exclusion with a "gang mentality" in opposition to her, creation of stressful and  
18 unsafe meeting environments fostering opposition against her, and loss of peaceful  
19 enjoyment of her home due to the resulting targeted retaliation and sense of  
20 isolation – harms intensified by her prior board service, detailed knowledge of  
21 governance requirements, and persistent, unsuccessful advocacy for compliance.  
22 Plaintiff seeks recognition and compensation for these direct personal damages as part  
23 of any settlement. *Kalway v. Calabria Ranch HOA, LLC*, 250 Ariz. 170, ¶ 12, 506 P.3d  
24 18 (2022) (limits unreasonable actions) *Dreamland Villa Cmty. Club, Inc. v. Rahe*, 221

1 *Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered amendments) Powell v.*  
2 *Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by intent) Albers v.*  
3 *Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001) (distinguishes*  
4 *direct harms) Prieve v. Flying Diamond Airpark, LLC, 252 Ariz. 195 (App. 2021)*  
5 *(supports void ultra vires)*

6  
7 **Claim Count 10: Breach of Fiduciary Duty (Against Director Anderson)**

8 *Legal Theory and Basis:* Breach of fiduciary duties through similar interference, failure  
9 to address governance issues, and ultra vires acts. *Anderson's breach of fiduciary duty*  
10 *under A.R.S. § 33-1243 (requiring directors to act in good faith, with reasonable care,*  
11 *and in the association's best interests) constitutes a direct claim by Plaintiff through*  
12 *ultra vires acts, selective targeting, and retaliatory behavior that caused personal*  
13 *emotional, participatory, and reputational harms. These breaches include*  
14 *interruptions and discriminatory treatment during meetings (e.g., enforcing*  
15 *unauthorized rules selectively against Plaintiff), exclusion from events (e.g.,*  
16 *community parties and governance activities), and verbal personal attacks (e.g.,*  
17 *dismissing her input in meetings). Specific wrongs by Anderson include performing*  
18 *ultra vires repairs to the community without a vote of the board in an open meeting,*  
19 *such as spot weed killing with Gottmann, removing grass around young trees and*  
20 *placing mulch and pavers (provided by homeowners but without board approval), and*  
21 *repairing 18 shutters in Del Mar Court as detailed in the September 17, 2024*  
22 *community letter justifying these actions in response to Plaintiff's ADRE petition. In*  
23 *his 2026 board bio, Anderson highlights "I love to throw parties" as a qualification*  
24 *while emphasizing "bringing harmony to our community," yet he excluded portions of*

1 *the community that did not support his actions, such as Plaintiff, who was targeted*  
2 *due to her advocacy against non-compliance, leading to alienation and division.*  
3 *Despite Plaintiff's correspondences pointing out legal requirements, Anderson failed to*  
4 *show care, ignored statutes, and treated Plaintiff discriminatorily, exacerbating*  
5 *violations. This behavior caused Plaintiff unique emotional distress and anxiety from*  
6 *undermined credibility, profound frustration and helplessness from silenced advocacy,*  
7 *community divisiveness leading to exclusion with opposition directed at her, creation*  
8 *of stressful environments, and loss of peaceful enjoyment of her home – harms*  
9 *intensified by her prior board service and knowledge of governance, resulting in*  
10 *targeted retaliation, including regular surveillance of Plaintiff's property after the case*  
11 *was filed. Plaintiff seeks recognition and compensation for these direct personal*  
12 *damages as part of any settlement." Kalway v. Calabria Ranch HOA, LLC, 250 Ariz.*  
13 *170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable actions) Dreamland Villa Cmty.*  
14 *Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465 (App. 2009) (invalidates untethered*  
15 *amendments) Powell v. Washburn, 211 Ariz. 553, ¶ 1, 125 P.3d 373 (2006) (interprets by*  
16 *intent) Albers v. Edelson Tech. Partners L.P., 201 Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001)*  
17 *(distinguishes direct harms) Prieve v. Flying Diamond Airpark, LLC, 252 Ariz. 195*  
18 *(App. 2021) (supports void ultra vires)*

19  
20 **Claim Declaratory Judgment Counts (I-X under A.R.S. §§ 12-1831 et seq.)**

21 **Legal Theory and Basis:** Seeking declarations that specific actions violated the  
22 governing documents and statutes, are invalid, and entitle plaintiff to enforcement  
23 without interference; includes general breach (Count I), records inspection (Count II),  
24 open meetings (Count III), unit boundaries (Count IV), upkeep (Count V), insurance

1 (Count VI), corporate records (Count VII), voting (Count VIII), fiduciary  
2 duties/personal liability (Count IX), and general rights/obligations (Count X). Based  
3 on the existence of actual controversies requiring judicial clarification of rights.  
4 *Declaratory judgment under A.R.S. §§ 12-1831 et seq. (Arizona Uniform Declaratory*  
5 *Judgments Act) constitutes a direct claim by Plaintiff to resolve ongoing controversies*  
6 *arising from Defendants' breaches, violations, and ultra vires acts detailed in Counts*  
7 *I-X, seeking declarations that such actions are invalid, violate governing documents*  
8 *and statutes, and entitle Plaintiff to enforcement, injunctive relief, and remedies*  
9 *without further interference. An actual controversy exists as required by A.R.S. § 12-*  
10 *1831, evidenced by Defendants' persistent non-compliance causing Plaintiff unique*  
11 *harms, including financial losses, diminished property value, interference with*  
12 *property use, emotional distress and anxiety, frustration and helplessness from lack of*  
13 *transparency and silenced advocacy, community divisiveness leading to alienation*  
14 *and exclusion, creation of stressful environments, loss of peaceful enjoyment of the*  
15 *home, heightened risk of uncovered losses, increased insurance premiums, devaluation*  
16 *of property title, and reputational harm from shaming—harms intensified by*  
17 *Plaintiff's prior board service, knowledge of governance, and targeted retaliation. The*  
18 *court has power under A.R.S. § 12-1832 to declare rights and legal relations to prevent*  
19 *irreparable harm exceeding \$50,000, Kalway v. Calabria Ranch HOA, LLC, 250 Ariz.*  
20 *170, ¶ 12, 506 P.3d 18 (2022) (requires HOA actions to be foreseeable to prevent such*  
21 *harms), as alleged in the ongoing litigation (CV2025-062973 consolidated with*  
22 *CV2025-012980). Citations include Yes on Prop 200 v. Napolitano, 215 Ariz. 458, 160*  
23 *P.3d 256 (App. 2007) (requiring "actual controversy" for declaratory relief); Tierra*  
24 *Ranchos Homeowners Ass'n v. Kitchukov, 216 Ariz. 195 (App. 2007) (applying*

1 *declaratory judgment to HOA disputes). Plaintiff seeks these declarations to clarify*  
2 *and enforce her rights under the statutes and documents cited in Counts I-X. Kalway v.*  
3 *Calabria Ranch HOA, LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits unreasonable*  
4 *actions) Dreamland Villa Cmty. Club, Inc. v. Rahe, 221 Ariz. 43, ¶ 43, 210 P.3d 465*  
5 *(App. 2009) (invalidates untethered amendments) Powell v. Washburn, 211 Ariz. 553, ¶*  
6 *1, 125 P.3d 373 (2006) (interprets by intent) Albers v. Edelson Tech. Partners L.P., 201*  
7 *Ariz. 47, ¶ 18, 31 P.3d 821 (App. 2001) (distinguishes direct harms) Prieve v. Flying*  
8 *Diamond Airpark, LLC, 252 Ariz. 195 (App. 2021) (supports void ultra vires)*

9  
10 *Claim Declaratory Judgement Re: Declaration Amendment for Insurance*  
11 *Declaratory Judgement Re: Declaration Amendment for Insurance Declaratory*  
12 *judgment under A.R.S. §§ 12-1831 et seq. (Arizona Uniform Declaratory Judgments*  
13 *Act) constitutes a direct claim by Plaintiff to resolve the controversy over the*  
14 *Declaration amendment shifting insurance responsibilities to a non-compliant*  
15 *liability-only master policy effective December 1, 2025, seeking a declaration that it is*  
16 *invalid due to improper voting process (illegal hybrid vote without open meeting or*  
17 *ballot inspection) and failure to maintain mandatory property coverage for common*  
18 *elements (buildings, roofs, exteriors), violating A.R.S. §§ 33-1227 (67% vote for*  
19 *amendments; unanimous for boundary changes), 33-1250(C) (votes tied to meetings, no*  
20 *proxies), 33-1253 (mandatory association insurance unless unavailable), and*  
21 *Declaration section 9.E. (majority vote required). Kalway v. Calabria Ranch HOA,*  
22 *LLC, 250 Ariz. 170, ¶ 12, 506 P.3d 18 (2022) (limits HOA amendments and actions to*  
23 *those that are reasonable and foreseeable to owners). An actual controversy exists as*  
24 *required by A.R.S. § 12-1831, evidenced by Defendants' non-compliance causing*

1 *Plaintiff irreparable harm (uncovered risks, property devaluation exceeding \$50,000) as*  
2 *alleged in the First Amended Civil Complaint for Declaratory Judgment and Injunctive*  
3 *Relief (Tier 2 case, CV2025-062973) and January 30, 2026 Supplemental Memorandum*  
4 *supporting motions for reconsideration and expedited ruling due to ongoing harm from*  
5 *the policy. The court has power under A.R.S. § 12-1832 to declare rights and legal*  
6 *relations. Citations include Yes on Prop 200 v. Napolitano, 215 Ariz. 458, 160 P.3d 256*  
7 *(App. 2007) (requiring "actual controversy" for declaratory relief); Tierra Ranchos*  
8 *Homeowners Ass'n v. Kitchukov, 216 Ariz. 195 (App. 2007) (applying declaratory*  
9 *judgment to HOA disputes over governance and insurance). Plaintiff seeks this*  
10 *declaration to clarify and enforce her rights, preventing further enforcement of the*  
11 *invalid amendment.*

12 *The rest TBD. Plaintiff reserves the right to augment this section as necessary.*

13  
14 **(3) The name, address, and telephone number of each witness whom the disclosing**  
15 **party expects to call at trial, and a description of the substance--and not merely the**  
16 **subject matter--of the testimony sufficient to fairly inform the other parties of each**  
17 **witness' expected testimony:**

18  
19 1. Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351, 602-748-7781. Testimony: All  
20 facts, including meeting votes, Travis letter, architectural form denial, speaking time-  
21 limit rule, unauthorized actions, breaches of fiduciary duty, and resulting harms such  
22 as loss of governance rights, financial burdens, emotional distress, and property  
23 esthetic value decline. *Plaintiff expects to testify regarding her personal experiences*  
24 *with the Association's violations, including denial of records access, open meeting*

1 *participation, voting rights, and deterioration of common elements; her prior board*  
2 *service and volunteer efforts (e.g., hundreds of hours restoring landscaping and*  
3 *financials); specific instances of retaliation by Gottmann and Anderson (e.g., removal*  
4 *from committees, threatening letters, selective rule enforcement, interruptions in*  
5 *meetings, and verbal attacks like "That's your opinion" or "That's not true"); the*  
6 *blame-shifting for legal fees in letters, meetings, and minutes (e.g., September 17, 2024*  
7 *letter naming her 9 times, October 12, 2024 budget meeting attributing fees to "an*  
8 *individual homeowner," November 1, 2024 budget letter implying her actions caused*  
9 *dues increases, January 11, 2025 minutes blaming "one of our owners" for \$5,500*  
10 *expenses); resulting community divisiveness, alienation, and "great ire" directed at her;*  
11 *and direct personal harms such as emotional distress, anxiety, frustration from*  
12 *silenced advocacy, loss of peaceful enjoyment of her home, financial strain from*  
13 *increased assessments, and devaluation of her property – harms unique due to her.*

14  
15 ~~2. Renee Snow, 13614 N. Silverbell Dr., Sun City, AZ 85351, 602-677-5892. Testimony:~~  
16 ~~Anderson's lack of competence with maintenance, property damage due to neglect of~~  
17 ~~common elements, and mishandling of insurance claims.~~

18  
19 ~~3. Karin & Robert Osborn, 13655 N. Newcastle Dr., Sun City, AZ 85351, 503-929-0022.~~  
20 ~~Testimony: Gottmann's autocratic leadership, meeting mismanagement, exclusionary~~  
21 ~~events, and neglect of common areas leading to property deterioration.~~

22  
23 4. Mildred Edwards, 13604 N. 111th Ave., Sun City, AZ 85351, 623-231-5046.  
24 Testimony: Landscaping collaboration with Marx: *Boxing 9 super large boxes of agave*

1 *and century plants removed from property due to overgrowth and rats' nests, pulling*  
2 *weeds, digging out khakiweed and other deep-rooted weeds from 111<sup>th</sup> Ave. for days,*  
3 *dragging heavy hose to deep water trees, spreading fertilizers to plants, plant refresh,*  
4 *checking on the plants, trimming the southern live oaks, spreading soil supplements to*  
5 *grass area. Helping hold flashlight and supplies for repairs in the alleyway behind*  
6 *unit, cleaning up all accumulated dirt and debris in the service driveways to prevent*  
7 *damage and maintain the asphalt, and helped clean carports for unit owners.*

8 Gottmann's neglect of landscaping duties *after he got on the board in 2023,*  
9 *deuteriations of the landscaping, plants lack of water. Board's repeated failures to*  
10 *address homeowner complaints about weeds overtaking property, properly*  
11 *maintain/fix damage in service driveways (leading to higher long-term costs), clean*  
12 *driveways regularly, enforce landscaping contract for weed*  
13 *treatment/trimming/watering system, and allow open discussion on property*  
14 *conditions; denial of fiduciary duty to maintain common areas week after week,*  
15 *resulting in accumulating filth/dirt and property resembling a 'ghetto'. Receiving a*  
16 *harassment letter from Travis Law for a violation of maintaining common area and*  
17 *applying black top sealer (using Association funds, not approved in open meeting) as*  
18 *admission of board's maintenance failures and unequal enforcement of CC&Rs;*  
19 *violation of ARS 33-1242 (procedural requirements for notices, including provision*  
20 *violated, date observed, observer names, contest process, and option for ADRE hearing*  
21 *under ARS 32-2199.01); intent to exercise legal right. And community division resulting*  
22 *from unequal treatment and favoritism, exclusion from community BBQs and*  
23 *breakfasts after the board saw that I was a friend of Lisa Marx and helped her do thing*  
24 *on the property and turned 90% of the community against me which it makes it hard to*  
*live in this community at 85 due to alienation and rude treatment. Have not been*  
*noticed or allowed to help in community volunteer activities yet have seen select*  
*members allowed to participate.*

5. Barbara Lilja, 13649 N. Newcastle Dr., Sun City, AZ 85351, 480-586-6617. Testimony:  
Deterioration of the property due to neglected common elements and mishandled

1 repairs. *Many hours of work that Lisa Marx put into caring for the property when she*  
2 *was on the board and how nice the property was looking. The exclusion that I received*  
3 *from BBQs and breakfasts after Dennis Anderson and Mark Gottmann found out I was*  
4 *friends with Lisa Marx.*

5  
6 ~~6. Cynthia Fullen, 13609 N. Newcastle Dr., Sun City, AZ 85351, 623 208 2988.~~

7 ~~Testimony: Roof repair dispute and Gottmann's cost sharing pressure without proper~~  
8 ~~authorization or votes~~

9  
10 7. All parties listed by the Defendants.

11  
12 *The rest TBD. Plaintiff reserves the right to augment this section as necessary.*

13  
14 **(4) The name and address of each person whom the disclosing party believes may**  
15 **have knowledge or information relevant to the subject matter of the action, and a fair**  
16 **description of the nature of the knowledge or information each such person is**  
17 **believed to possess:**

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

21 *Plaintiff has knowledge of all facts alleged in the complaint, including her prior board*  
22 *service (e.g., hundreds of hours restoring common areas, fixing financials as*  
23 *Secretary/Chairperson), denials of records access, open meeting participation, voting*  
24 *rights, insurance mishandling, maintenance neglect, blame-shifting for legal fees (e.g.,*

1 *September 17, 2024 letter, October 12, 2024 meeting, November 1, 2024 budget letter,*  
2 *January 11, 2025 minutes), retaliatory actions (e.g., committee removal, threatening*  
3 *letters), and resulting personal harms like emotional distress, anxiety, community*  
4 *alienation, and loss of peaceful enjoyment.*

5  
6 2. Renee Snow, 13614 N. Silverbell Dr., Sun City, AZ 85351. Knowledge: Maintenance  
7 incompetence, property damage, and insurance mishandling. *Has knowledge of*  
8 *landscaping decline post-2023 board changes (e.g., dying trees/bushes from altered*  
9 *watering), unqualified repairs by Gottmann/Anderson, insurance concerns (e.g., pig*  
10 *tailing for premium reduction ignored), board favoritism/mismanagement, blame on*  
11 *Plaintiff for costs, and resulting community division/retaliation against her.*  
12 *Witness provided a sworn affidavit with exhibits and will not testify in person;*  
13 *affidavit substance includes her move-in in April 2020 observing horrible landscaping*  
14 *conditions (excessive weeds, overgrown grass/bushes); joining the board in 2021 to*  
15 *improve grounds and adhere to Bylaws/CC&Rs, achieving significant results over 2*  
16 *years; mid-2023 board changes with Mark Gottmann and Dennis Anderson opposing*  
17 *rules and taking over landscaping, leading to decline (e.g., changed watering*  
18 *schedule/pressure causing trees to die, bushes to brown); documenting issues as*  
19 *sprinklers/drips went unrepaired; 2023 incidents like ceiling vibrations (confirmed by*  
20 *Plaintiff, advised by Legacy Roofing to check structure; Dennis offered unqualified*  
21 *attic repair); water heater closet hole (Dennis, unqualified, offered to cover it, but*  
22 *plumber advised against due to gas venting risks); discovery that Dennis was not a*  
23 *licensed contractor for 40 years as claimed (expired license #391003); concerns over*  
24 *board's unqualified repairs, favoritism, and mismanagement (e.g., insurance fiasco*

1 *depleting funds, fertilizing in heat); September 5, 2025 written statement criticizing*  
2 *board's rule ignorance, lack of transparency, and blaming Plaintiff for costs;*  
3 *unanswered July 2025 insurance meeting questions on pig tailing aluminum wiring for*  
4 *50% premium reduction; current run-down community appearance; supporting*  
5 *Plaintiff's claims of ultra vires acts, fiduciary breaches, retaliation, emotional distress*  
6 *from community division, and loss of peaceful enjoyment due to mismanagement.*  
7

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

10 *Karin Osborn: Witness provided a sworn affidavit with exhibits and will not testify in*  
11 *person; affidavit substance includes joint testimony with Robert Osborn on board*  
12 *decisions without open meetings (e.g., April 9, 2024 email questioning "Workers Comp*  
13 *- If Any" policy addition without vote/discussion, emphasizing volunteers should not*  
14 *perform unlicensed repairs like digging trenches); concerns over unqualified board*  
15 *members (Dennis and Mark) handling landscaping/water systems; security footage*  
16 *showing unauthorized work (June 15, 2024 email); mismanagement leading to*  
17 *community decline, favoritism, and lack of transparency (e.g., unanswered insurance*  
18 *questions on pig tailing for premium reduction); discriminatory treatment and*  
19 *retaliation against Plaintiff for advocacy, causing her emotional distress, alienation,*  
20 *and loss of peaceful enjoyment; and support for Plaintiff's claims of ultra vires acts,*  
21 *fiduciary breaches, and resulting harms unique to her governance knowledge.*  
22

23 *Robert Osborn: 13655 N. Newcastle Dr., Sun City, AZ 85351, 503-929-0022*  
24

1 *Witness provided a sworn affidavit with exhibits and will not testify in person;*  
2 *affidavit substance includes joint testimony with Karin Osborn on ownership of unit*  
3 *since [date not specified, but implied pre-2024]; board non-compliance with open*  
4 *meeting laws and voting (e.g., no vote on insurance policy changes); unlicensed repairs*  
5 *by board members risking safety/liability; documentation of landscaping deterioration*  
6 *due to ignored issues (e.g., unrepaired sprinklers/drips); failure to address insurance*  
7 *cost mitigation (e.g., pig tailing aluminum wiring for 50% premium reduction);*  
8 *retaliatory blame-shifting against Plaintiff creating community division and "great*  
9 *ire" directed at her; and corroboration of Plaintiff's unique harms like anxiety from*  
10 *mismanagement, frustration from silenced input, community exclusion, and loss of*  
11 *peaceful enjoyment of her home intensified by her prior board role.*

12  
13 4. Mildred Edwards, 13604 N. 111th Ave., Sun City, AZ 85351. Knowledge:  
14 *Landscaping issues, neglect, and community impacts. Testimony: Landscaping*  
15 *collaboration with Marx: Boxing 9 super large boxes of agave and century plants*  
16 *removed from property due to overgrowth and rats' nests, pulling weeds, digging out*  
17 *khakiweed and other deep-rooted weeds from 111<sup>th</sup> Ave. for days, dragging heavy hose*  
18 *to deep water trees, spreading fertilizers to plants, plant refresh, checking on the*  
19 *plants, trimming the southern live oaks, spreading soil supplements to grass area.*  
20 *Helping hold flashlight and supplies for repairs in the alleyway behind unit, cleaning*  
21 *up all accumulated dirt and debris in the service driveways to prevent damage and*  
22 *maintain the asphalt, and helped clean carports for unit owners.*  
23 *Gottmann's neglect of landscaping duties after he got on the board in 2023,*  
24 *deuteriations of the landscaping, plants lack of water. Board's repeated failures to*

1 *address homeowner complaints about weeds overtaking property, properly*  
2 *maintain/fix damage in service driveways (leading to higher long-term costs), clean*  
3 *driveways regularly, enforce landscaping contract for weed*  
4 *treatment/trimming/watering system, and allow open discussion on property*  
5 *conditions; denial of fiduciary duty to maintain common areas week after week,*  
6 *resulting in accumulating filth/dirt and property resembling a 'ghetto'. Receiving a*  
7 *harassment letter from Travis Law for a violation of maintaining common area and*  
8 *applying black top sealer (using Association funds, not approved in open meeting) as*  
9 *admission of board's maintenance failures and unequal enforcement of CC&Rs;*  
10 *violation of ARS 33-1242 (procedural requirements for notices, including provision*  
11 *violated, date observed, observer names, contest process, and option for ADRE hearing*  
12 *under ARS 32-2199.01); intent to exercise legal right. And community division resulting*  
13 *from unequal treatment and favoritism, exclusion from community BBQs and*  
14 *breakfasts after the board saw that I was a friend of Lisa Marx and helped her do thing*  
15 *on the property and turned 90% of the community against me which it makes it hard to*  
16 *live in this community at 85 due to alienation and rude treatment. Have not been*  
17 *noticed or allowed to help in community volunteer activities yet have seen select*  
18 *members allowed to participate.*

19  
20 5. Barbara Lilja, 13649 N. Newcastle Dr., Sun City, AZ 85351. Knowledge: Property  
21 deterioration and repair disputes. *Work Lisa Marx did while on the board and*  
22 *inclusion of the community. The failure of Mark Gottmann and Dennis Anderson to*  
23 *treat all members fairly and the surveillance they do to her.*  
24

1 6. Cynthia Fullen, 13609 N. Newcastle Dr., Sun City, AZ 85351. Knowledge: Roof  
2 repairs and cost-sharing pressures. *Witness provided two sworn affidavits with*  
3 *exhibits and will not testify in person; affidavits substance includes her*  
4 *purchase/move-in on October 3, 2023 with no exterior repairs (e.g., roof, gutters) made;*  
5 *timeline of roof damage events (February 13, 2024 meeting with Gottmann and*  
6 *Buschart with Gottmann suggesting 50/50 cost share for \$3,000 Legacy Roofing quote,*  
7 *despite full Association responsibility under statutes; Plaintiff's advocacy for*  
8 *coverage; Association's refusal leading to non-compliance); June 3, 2024 email*  
9 *requesting landscaping agenda items (increase bush watering, continue tree deep*  
10 *watering, form desert landscaping committee); June 11, 2024 meeting where Gottmann*  
11 *refused additions and dismissed committee need; June 15, 2024 email on insurance*  
12 *concerns, landscaping neglect (dead bushes, weeds); June 22, 2024 rude response from*  
13 *Gottmann; unanswered July 2024 insurance questions on wiring pig tailing for 50%*  
14 *premium reduction; observations of board favoritism, mismanagement, blame on*  
15 *Plaintiff for costs, community decline, and retaliatory treatment causing her*  
16 *emotional distress, alienation, and loss of peaceful enjoyment – supporting Plaintiff's*  
17 *claims of ultra vires acts, fiduciary breaches, and unique harms from silenced advocacy*  
18 *and targeted retaliation.*

19  
20 7. Mark Gottmann (Defendant), 13621 N. Newcastle Dr., Sun City, AZ  
21 85351. Knowledge: Board actions, decisions, expenditures, and interactions with  
22 Plaintiff. *Has knowledge of board decisions, ultra vires acts (e.g., improper insurance*  
23 *claims, hiring attorneys without votes, declaration changes), denial of records/voting*  
24 *rights, blame-shifting statements attributing legal fees to Plaintiff, meeting*

1 *disruptions/dismissals of her input (e.g., "That's your opinion" or "That's not true"),*  
2 *and failure to disclose ADRE ruling.*

3  
4 8. Dennis Anderson (Defendant), 13661 N. Newcastle Dr., Sun City, AZ  
5 85351. Knowledge: Board actions, verbal attacks, surveillance, and literacy limitations  
6 affecting oversight. *Has knowledge of board actions, ultra vires repairs (e.g., spot*  
7 *weed killing, mulch/paver placement, shutter repairs without approval), selective*  
8 *enforcement against Plaintiff, exclusion from events (e.g., parties excluding non-*  
9 *supporters), and contributions to mismanagement/retaliation causing her harms like*  
10 *community exclusion and surveillance of her property.*

11  
12 9. Attorney Travis (hired by Association), 10439 S. 51st Street, Suite 205, Phoenix, AZ  
13 85044. Knowledge: Threatening letter regarding common area cleanup and related  
14 legal fees. *Knowledge of Declaration change.*

15  
16 10. All parties listed by Defendants.

17  
18 **11. John Osborn, 10901 W. Santa Fe Dr., Sun City, AZ 85351, 425-533-8566**  
19 *Witness provided a sworn affidavit with exhibits and will not testify in person;*  
20 *affidavit substance includes his role as Chairman of the Santa Fe 38 Condominium*  
21 *Association (built in 1970 with aluminum wiring); confirmation that the association*  
22 *maintains a blanket master insurance policy covering all units and common areas; no*  
23 *insurance claims filed under the master policy in at least the last five years (January*  
24 *2021 to present); and attached exhibits showing premium summaries for policies from*

1 *November 19, 2022–2023, 2023–2024, and the full policy for 2024–2025, supporting*  
2 *Plaintiff's claims by demonstrating that similar older associations with aluminum*  
3 *wiring can maintain adequate master coverage without recent claims or shifts to*  
4 *liability-only policies, contrasting with Defendants' mismanagement and improper*  
5 *insurance changes causing Plaintiff's unique harms like increased premiums, property*  
6 *devaluation, and anxiety over uncovered risks.*

7  
8 *The rest TBD. Plaintiff reserves the right to augment this section as necessary.*

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

13 Audio recordings from board meetings (transcribed and to be provided): Custodian:  
14 Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.

15  
16 *Renee Snow, 13614 N. Newcastle Drive, Sun City, AZ 85351: Sworn affidavit dated*  
17 *February 13, 2026, regarding landscaping neglect, board mismanagement, unqualified*  
18 *repairs, insurance issues, and support for Plaintiff's claims;*

19 *Custodian: Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.*

20  
21 *Karin Osborn and Robert Osborn (joint affidavit), 13655 N. Newcastle Drive, Sun City,*  
22 *AZ 85351: Sworn affidavit dated February 7, 2026, regarding board non-compliance*  
23 *with open meetings/voting, unlicensed repairs, insurance concerns, retaliation against*  
24 *Plaintiff, and resulting harms;*

1 *Custodian: Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.*

2  
3 *Cynthia Fullen, 13609 N. Newcastle Drive, Sun City, AZ 85351: Sworn affidavits dated*  
4 *January 30, 2026, regarding roof repair disputes, landscaping/insurance issues, board*  
5 *refusals, mismanagement, and discriminatory treatment of Plaintiff;*

6 *Custodian: Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.*

7  
8 *John Osborn, 10901 W. Santa Fe Dr., Sun City, AZ 85351: Sworn affidavit dated*  
9 *February 7, 2026 regarding Santa Fe 38 Condominium Association's insurance policy*  
10 *with aluminum wiring (no claims in 5 years, maintaining blanket master coverage),*  
11 *supporting Plaintiff's claims on feasible insurance options;*

12 *Custodian: Plaintiff Lisa Marx, 13610 N. 111th Ave., Sun City, AZ 85351.*

13  
14 The rest TBD.

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

16  
17 **(6) The anticipated subject areas of expert testimony:**

18  
19 TBD

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

1  
2 **PLAINTIFF'S COMPUTATION AND MEASURE OF DAMAGES**

3 *Pursuant to Ariz. R. Civ. P. 26.1(a)(3), Plaintiff discloses the following categories of*  
4 *damages. All damages are sought in Plaintiff's individual capacity for direct,*  
5 *individualized harms distinct from any injury to the Association or other members*  
6 *(Second Amended Complaint ¶¶ 2, 5, 18, 20; Albers v. Edelson Tech. Partners L.P., 201*  
7 *Ariz. 47, ¶ 18 (App. 2001)). Claims for common-area maintenance are specially pled as*  
8 *retaliatory interference with Plaintiff's unique quiet enjoyment and personal volunteer*  
9 *investment. Damages are continuing and will be supplemented.*

10 *The following damages were directly caused by Defendant's ultra vires acts and*  
11 *statutory violations as alleged in the Second Amended Complaint.*

12 **1. Economic/Monetary Damages (Direct and Quantifiable)**

13 *a. Increased assessments and diverted funds caused by ultra vires acts, unauthorized*  
14 *expenditures, and improper budget/insurance handling (Compl. ¶¶ 20(f), (o); Counts I,*  
15 *III, IV, V, VI, VIII): \$50 per month throughout 2025 (\$600) + \$35 per month from*  
16 *January 2026 through trial date (currently 2 months = \$70), subtotal \$670 and*  
17 *continuing. See assessment notices produced as Exhibit A.*

18  
19 *b. Out-of-pocket repair and maintenance costs for items Defendant was statutorily*  
20 *obligated to maintain but neglected (landscaping-related) (Compl. ¶ 20(h)): \$124.50.*  
21 *Receipts/invoices to be produced as Exhibit B.*

22  
23 *c. Other out-of-pocket litigation and case-related expenses (ADRE receipts dated 6-4-*  
24 *24, 5-24-24 and 8-27-24, paper, postage, ink, Grok subscriptions for legal research,*

1 *Otter AI for transcribing, parking, file bands, monitor stands, TurboCourt, mailers,*  
2 *clips, etc.) (Compl. ¶¶ 20(l), (n)): \$2,615.19 as of February 25, 2026. See itemized list and*  
3 *receipts produced as Exhibit C.*

4 *d. Loss of aesthetic enjoyment and cost to restore common-area landscaping caused by*  
5 *Defendant's retaliatory neglect and failure to maintain under A.R.S. § 33-1247 after*  
6 *Plaintiff was removed from the Landscaping Committee (Compl. ¶¶ 20(e), (i), (j), 54):*  
7 *To be proven at trial. This includes the destruction of hundreds of hours of Plaintiff's*  
8 *personal volunteer work (pruning, planting, deep-watering, weed eradication, etc.).*  
9 *Plaintiff will present (1) before-and-after photographs, (2) landscaper cost-to-cure*  
10 *estimates for full restoration, and (3) a per-diem calculation of \$25 per day for daily*  
11 *loss of aesthetic enjoyment and quiet enjoyment of the premises (786 days from*  
12 *January 1, 2024 to February 24, 2026 = \$19,650 and continuing). See Plaintiff's Affidavit*  
13 *and supporting photos/timeline, notes to landscapers, newsletters and landscaping*  
14 *reports as Exhibit D.*

15  
16 *e. Value of Plaintiff's uncompensated volunteer labor and materials invested in*  
17 *common areas (pruning, planting, deep-watering, removing invasive species, etc.) that*  
18 *were deliberately allowed to deteriorate in retaliation after Plaintiff's removal from*  
19 *the Landscaping Committee and her complaints (§ 33-1247 claim): \$30,000+*  
20 *(conservative estimate at \$25 per hour × at least 400 hours per year for the three full*  
21 *years January 2021 through December 2023 = 1,200 hours; plus materials and plants*  
22 *propagated on Plaintiff's own patio). See Plaintiff's Affidavit, landscaping reports,*  
23 *and supporting timeline/photos, notes to landscapers, newsletters and landscaping*  
24 *reports as Exhibit D.*

1  
2 *f. Time and out-of-pocket costs expended prosecuting the related Insurance Case*  
3 *(CV2025-062973) necessitated by Defendant's ultra vires insurance amendments and*  
4 *invalid voting process (Compl. ¶¶ 20(l), (n); related to Counts I, III, V, VI): \$5,456 (133.4*  
5 *hours of documented self-represented legal research, drafting, filing, transcription, and*  
6 *case management at \$40 per hour = \$5,336; plus \$120 process server fee paid November*  
7 *22, 2025). See time log and paid invoice produced as Exhibit E (and continuing).*  
8

9 *g. Plaintiff's 1/50 pro-rata share of unauthorized expenditures caused by ultra vires*  
10 *acts (no open meeting, no vote: roof repairs, Bermuda seed, Gottmann/Anderson*  
11 *vouchers, FedEx, tree lolly popping, liens, legal fees, gypsum, etc.) (Compl. ¶¶ 20(f), (o);*  
12 *Counts I, III, IV, V, VI): \$284.68. See itemized list and invoices produced as Exhibit F.*  
13

14 *h. Plaintiff's 1/50 pro-rata share of costs caused by board negligence, waste, and*  
15 *failure to maintain (failure to follow through on weed contracts, ignoring member*  
16 *input, using failed vendor without warranty, not eradicating khakiweed in spring*  
17 *2024, wasting prior treatments: weed spraying with water not turned off, lawn*  
18 *vacuuming, Tride and True, replacement trees, Nelson Weed & Pest, fertilizer, etc.)*  
19 *(Compl. ¶¶ 20(h), (i), (j); Counts II, VII, VIII and § 33-1247 claim): \$94.30. See itemized*  
20 *list and invoices produced as Exhibit G.*  
21

22 *i. Plaintiff's 1/50 pro-rata share of past increased master insurance premiums caused*  
23 *by Defendant's ultra vires wrongful insurance claims (2024 and 2025 premiums already*  
24 *paid or accrued) (Compl. ¶¶ 20(f), (o); Counts IV, V, VI): \$890.38 (40% of 2024 increase*

1 from 2023 [\$39,125] =  $\$15,650 \times 1/50 = \$313.00$ ; plus 40% of 2025 increase from 2023  
2 [\$72,172] =  $\$28,868.80 \times 1/50 = \$577.38$ ). See insurance invoices and premium history  
3 produced as Exhibit H.

4 j. Plaintiff's 1/50 pro-rata share of increased master insurance premiums caused by  
5 Defendant's ultra vires wrongful insurance claims (filing claims on the master policy  
6 for interior unit damage that should have been covered under individual HO-6 policies,  
7 in violation of the Declaration and A.R.S. § 33-1253) (Compl. ¶¶ 20(f), (o); Counts IV,  
8 V, VI): \$2,886.90 (40% of the annual increase from the 2023 baseline of \$13,260 to the  
9 current \$85,432 = \$28,868.80 per year attributable to the wrongful claims;  $\times 5$  years =  
10 \$144,344 total increased cost; Plaintiff's 1/50 share = \$2,886.90). This is a conservative  
11 estimate of ongoing high-risk premium increases. See insurance invoices, board  
12 communications, and premium history produced as Exhibit I (and continuing).

13  
14 (Fairway Builders, Inc. v. Malouf Towers Rental Co., 124 Ariz. 242, 603 P.2d 513 (App.  
15 1979) (measures repair/diminution damages) Bryan v. Nelson, 180 Ariz. 366, 884 P.2d  
16 252 (App. 1994) (requires definite computations) Rawlings v. Apodaca, 151 Ariz. 149,  
17 726 P.2d 565 (1986) (allows punitive for bad faith) State v. Foothills Reserve Master  
18 Owners Ass'n, 562 P.3d 866 (2025) (awards severance for common harms))

## 20 2. Non-Economic/Non-Monetary Damages (Subjective and Continuing)

21 a. Emotional distress, mental anguish, humiliation, frustration, and anxiety caused by  
22 Defendant's retaliatory removal from the Landscaping Committee, ultra vires acts,  
23 wrongful insurance claims, board negligence, and deliberate deterioration of common  
24 areas (Compl. ¶¶ 20(e), (i), (j), 54; Counts II, VII, VIII, and § 33-1247 claim): \$78,600

1 *(conservative per-diem of \$100 per day × 786 days of ongoing harm). To be proven at*  
2 *trial with Plaintiff's testimony and evidence.*

3  
4 *b. Loss of quiet enjoyment and use of the premises caused by the deteriorated common*  
5 *areas, increased insurance costs, and hostile board environment (A.R.S. § 33-1247 and*  
6 *Declaration): \$39,300 (conservative per-diem of \$50 per day × 786 days). To be proven*  
7 *at trial with Plaintiff's testimony.*

8  
9 *c. Damage to reputation and standing in the community as a dedicated long-time*  
10 *volunteer and contributor: \$25,000 (lump-sum estimate for loss of respect and standing*  
11 *after retaliatory removal). To be proven at trial with Plaintiff's testimony.*

12  
13 *d. Punitive / exemplary damages for Defendant's willful, malicious, and reckless ultra*  
14 *vires conduct, retaliation, breach of fiduciary duty, and bad faith (Compl. Counts II,*  
15 *VII, VIII): Amount to be determined at trial based on the evidence of Defendant's*  
16 *conscious disregard for the rights of Plaintiff and the Association.*

17  
18 *Current disclosed base total (economic only) = \$62,597.45 (plus all continuing amounts*  
19 *and non-economic damages of \$142,900 to be proven at trial).*

20  
21 To be determined through discovery. Plaintiff will augment as necessary.  
22  
23  
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), *meeting minutes provided to homeowners*, financials, budgets,  
6 *General Ledgers, Accounts payable for Tara Financials, invoices and vouchers*,  
7 insurance claims, invoices, Gottmann's letters, neglect photos, surveillance videos. ESI:  
8 Emails (aimtodogood@gmail.com), digital photos, surveillance videos (native format).

9 *Plaintiff plans to use the following categories of evidence at trial:*

- 10 • *Governing Documents of Tara Condominiums Association (Declaration,*  
11 *Bylaws, Articles of Incorporation)*
- 12 • *Photographs and videos showing neglected common areas, landscaping*  
13 *deterioration, and service driveway damage (2023–2026)*
- 14 • *Emails and letters between Plaintiff and the Board/Defendants (including*  
15 *architectural requests, maintenance complaints, and responses)*
- 16 • *Board meeting minutes, agendas, and audio recordings/transcripts (2024–2026)*
- 17 • *Financial records, budgets, general ledgers, accounts payable, invoices, and*  
18 *vouchers*
- 19 • *Insurance documents and correspondence regarding the master policy, including*  
20 *the 2023/2024 claim on 13601 N. Newcastle and the 2025 Declaration amendment*
- 21 • *Attorney letters: Cease-and-desist letter from Travis Law dated May 12, 2025;*  
22 *letters from Charles Oldham.*
- 23 • *Affidavits and exhibits from Mildred Edwards (May 17, 2025 letter), Cynthia*  
24 *Fullen, Renee Snow, Robert & Karin Osborn, and John Osborn*

- *MP3 audio files and transcripts of board meetings, ballot inspection meeting, and conversation with Ari Bowhay (February 11, 2026)*
- *Notary complaint and related documents regarding Sue Clark (filed December 22, 2023; determination April 29, 2025)*
- *Educational materials from the Sun City COA*
- *Defendants' discovery responses (Requests for Admission, Interrogatories, and signed responses dated December 29, 2025 and January 6, 2026)*
- *Travis Law Firm contract dated June 29, 2024*
- *Amending CCand Rs Lessons from Kalway v Calabria Ranch HOA by Chandler Travis*
- *CC&R Amendment Update from the Arizona Supreme Court CHDB Law*

*Location and Custodian: All items are located at Plaintiff's residence, 13610 N. 111th Ave., Sun City, AZ 85351. Custodian: Plaintiff Lisa Marx. All items are available for inspection at Plaintiff's address upon reasonable notice.*

*Plaintiff reserves the right to supplement this list as additional discovery is received or as trial preparation continues.*

~~Location: Plaintiff's residence. Custodian: Plaintiff Lisa Marx. Available at Plaintiff's address for inspection. Numerous exhibits were already served upon Defendants when they first received service of the case~~

~~Plaintiff will augment as necessary.—~~

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

1 ~~Same as (8) above, plus any Association records (e.g., complete financials, board emails,~~  
2 ~~meeting records) in possession of Defendants or the Association. Location: Association~~  
3 ~~records (custodian: Association); Plaintiff's records (custodian: Plaintiff Lisa Marx).~~  
4 ~~Plaintiff will augment as necessary.~~ In addition to the items listed in section (8) above,  
5 the following additional items may be relevant:

- 6 • *Complete Association records in Defendants' possession, including full*  
7 *financials, board emails, internal memoranda, maintenance contracts,*  
8 *landscaping contracts, pest control contracts, and violation/architectural*  
9 *change forms*
- 10 • *All documents produced by Casey Bell Insurance and Colby Management in*  
11 *response to subpoenas*
- 12 • *Any additional surveillance videos, photos, or repair records related to common*  
13 *elements*

14 ***Location and Custodian:***

- 15 • *Plaintiff's records: Located at Plaintiff's residence, 13610 N. 111th Ave., Sun*  
16 *City, AZ 85351. Custodian: Plaintiff Lisa Marx.*
- 17 • *Association records: Located at the Association's office or with its counsel.*  
18 *Custodian: Tara Condominiums Association (c/o CHDB Law LLP).*

19 *Plaintiff reserves the right to supplement this list as additional discovery is received.*  
20

21 (10) For any insurance policy, indemnity agreement, or suretyship agreement under  
22 which another person may be liable to satisfy part or all of a judgment entered in the  
23 action or to indemnify or reimburse for payments made to satisfy the judgment: (A)  
24 a copy--or if no copy is available, the existence and substance--of the insurance

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

6 None, Plaintiff will augment as necessary.

7  
8 *(11) Defendants' Incomplete and Deficient Disclosures Under ARCP 26.1(a)(3) through*  
9 *(6), (8), (9), and (10)*

10 *Defendants served their Second Supplemental Disclosure Statement on February 23,*  
11 *2026. Plaintiff supplements her disclosures as follows:*

12  
13 *Defendants have failed to comply with multiple requirements of ARCP 26.1(a) as*  
14 *detailed below:*

15 *(3) Trial Witnesses*

16  
17 *Defendants listed several witnesses but provided no telephone numbers for most and*  
18 *gave only vague, subject-matter-only descriptions (e.g., "factual information within*  
19 *his personal knowledge"). Defendants included sweeping reservations that render the*  
20 *disclosure meaningless.*

21 *(4) Persons with Relevant Knowledge*

22 *Defendants stated they are "not aware of any persons" with relevant knowledge while*  
23 *simultaneously listing several of those same individuals as trial witnesses. This*  
24 *disclosure is contradictory and insufficient.*

1 *(5) Statements*

2 *Defendants stated "None at this time" with only a reservation. No statements are*  
3 *identified.*

4  
5 *(6) Expert Witnesses*

6 *While Jean-Marie Bellington is disclosed with a report and CV, Defendants improperly*  
7 *reserve two additional unnamed experts (accounting, insurance) without reports,*  
8 *opinions, or CVs.*

9  
10 *(8) Tangible Evidence, Documents, and ESI for Trial*

11 *Defendants provided a table in Section IX labeled "ANTICIPATED TRIAL*  
12 *EVIDENCE" with nine categories and Bates ranges. However, the table does not*  
13 *identify the custodian or location for any item and does not clearly state that these are*  
14 *the only items Defendants plan to use at trial. Defendants also maintain a broad*  
15 *blanket reservation on page 2 that further undermines the required specificity.*

16  
17 *(9) Other Relevant Evidence*

18 *Defendants provided only a general reservation with no specific list.*

19  
20 *(10) Insurance Policies Defendants listed one policy but admitted they do not have a*  
21 *copy and are "in the process of obtaining" it. No copy, remaining limits, disclaimers,*  
22 *limitations, or reservations of rights were provided.*

23 *Plaintiff reserves all rights to object to, move to preclude, or seek sanctions under*  
24 *ARCP 37 regarding any witness, expert, document, evidence, or insurance information*

1 *not properly disclosed in accordance with ARCP 26.1(a). Plaintiff will supplement*  
2 *further if Defendants cure these deficiencies.*

3  
4 Under oath this is true and correct. To the best of my knowledge this is compliant with  
5 Rule 26.1.

6 Dated: February 25, 2026

7  
8 /s/ Lisa Marx

9 Lisa Marx, Pro Per  
10 13610 N. 111th Ave.  
11 Sun City, AZ 85351  
12 602-748-7781 aimtodogood@gmail.com  
13

14 I certify that on February 25, 2026, a true copy of the foregoing was served via email on  
15 counsel for Defendants at:

16 Charles Oldham  
17 Chuck.Oldham@chdblawn.com  
18 Ari Bowhay  
19 Ari.Bowhay@chdblawn.com

20 By: /s/Lisa Marx  
21  
22  
23  
24