

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2022-001790

01/27/2025

HONORABLE JOHN L. BLANCHARD

CLERK OF THE COURT  
N. Johnson  
Deputy

MONTELENA VILLAS HOMEOWNERS  
ASSOCIATION INC

ALEXANDRA KURTYKA

v.

DEBORAH MICHELE MINAMYER, et al.

DEBORAH MICHELE MINAMYER  
6945 E COCHISE RD UNIT 136  
SCOTTSDALE AZ 85253

ARIZONA FEDERAL CREDIT UNION  
4475 E VAN BUREN ST  
PHOENIX AZ 85008  
JUDGE BLANCHARD

**ORDER**

The Court has reviewed and considered the following:

- A. Defendant/Counterclaimant's *Motion to Withdraw Notice of Settlement*, filed October 17, 2024;
- B. Plaintiff's *Response to Motion to Withdraw Notice of Settlement and Motion to Enforce Settlement*, filed November 4, 2024; and
- C. Defendant/Counterclaimant's *Reply in Support of Motion to Withdraw Settlement Agreement and Motion to Oppose Enforcement of Revised Settlement*, filed December 18, 2024.

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2022-001790

01/27/2025

The Court heard oral argument on January 24, 2025.

Defendant/Counterclaimant's *Motion to Withdraw Notice of Settlement* was filed shortly before her counsel withdrew as her counsel. It alleges that she "does not agree with the terms of the final version of the settlement agreement" and denies settling the case on "any terms." The Motion further provides that Defendant, in fact, "did sign an earlier version of the settlement agreement."

Following her lawyers' withdrawal, Defendant filed her Reply and appeared at oral argument *pro per*. She cannot explain her lawyers' repeated acceptance of the Mediator's Proposal. She also has no explanation for her attorneys' negotiations regarding the final agreement, and agreements accepted on her behalf to resolve the matter and dismiss this case. Instead, Defendant alleges that she had no knowledge of the negotiations or agreements and did not authorize her attorneys to make any agreements. She alleges that her instructions to her counsel were disregarded or ignored. She notes that the agreement itself does not provide her with "anything" and that she is worse off than she was when the litigation process began. Meanwhile, Plaintiff plainly and reasonably relied on the statements, agreements, and commitments made by counsel for Defendant on their client's behalf.

A written agreement between parties, including agreements as stated between the attorneys, is binding. Ariz. R. Civ. P. 80(a).

**THE COURT FINDS** as follows:

1. The parties participated in a mediation on March 18, 2024, with mediator Barry Markson. The parties did not reach any agreements at the mediation and Defendant/Counterclaimant expressly rejected all proposals from Plaintiff.
2. After the mediation concluded for the day, Mediator Markson circulated his Mediator's Proposal to all counsel. Consistent with Rule 80(a), the Mediator's Proposal provided that if accepted by both parties, the proposal would be "binding and enforceable, regardless of whether the parties subsequently execute a more formal settlement agreement." The proposal further noted that the terms as described would be binding and could be used as evidence to enforce it. Defendant's exhibits indicate that her lawyers sent her a copy of the proposal and advised her on its terms.
3. Counsel for Defendant informed the mediator that his client accepted the Mediator's Proposal. Plaintiff also accepted the proposal through counsel.

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2022-001790

01/27/2025

4. When the parties, through counsel, accepted the terms of the Mediator's Proposal, the parties had an enforceable and binding settlement.
5. The Parties filed a Notice of Settlement on March 25, 2024.
6. The Court extended deadline for submitting a stipulation of dismissal at the parties' requests. On July 27, 2024, Counsel for Defendant represented to the Court that the parties needed more time to finalize the settlement agreement as they were working on "one final issue" that should be resolved within the next month.
7. The parties exchanged drafts of the settlement agreement through counsel. Plaintiff received a signed copy of a draft agreement from Defendant. In her Reply and at oral argument, Defendant alleged that she never signed this, or any other, agreement and that her attorneys fraudulently misrepresented her engagement letter DocuSign as the signature to the settlement agreement.
8. Plaintiff performed on the agreement, making a settlement payment to counsel for Defendant. After making this payment, Plaintiff learned that Defendant was taking the position that there was no settlement reached.
9. All arguments offered by Defendant/Counterclaimant for setting aside the settlement relate to her strong disagreements with and allegations against her own attorneys. She did not, and could not, rebut the fact that her attorneys expressly and timely accepted the Mediator's Proposal on her behalf.
10. Stated differently, the basic facts underlying the Rule 80(a) agreement are uncontested: counsel for both parties received and accepted the terms of the Mediator's Proposal on behalf of their respective clients.

Good cause appearing,

**IT IS ORDERED** granting Plaintiff's *Motion to Enforce Settlement*, filed November 4, 2024. The terms of the March 18, 2024, Mediator's Proposal are binding on the parties and dispositive of all matters in dispute.

**IT IS FURTHER ORDERED** denying Plaintiff's request for an award of attorneys' fees in connection with the enforcement of the settlement.

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2022-001790

01/27/2025

**IT IS FURTHER ORDERED** denying Defendant/Counterclaimant's *Motion to Withdraw Notice of Settlement*, filed October 17, 2024.

**IT IS FURTHER ORDERED** that no further matters remain pending; this is a final order entered under Rule 54(c), Ariz. R. Civ. P.



---

HONORABLE JOHN L. BLANCHARD  
JUDGE OF THE SUPERIOR COURT