

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2020-010651

02/06/2024

HONORABLE TIMOTHY J. RYAN

CLERK OF THE COURT
A. Hayes
Deputy

LAKESWOOD ESTATES HOMEOWNERS
ASSOCIATION

QUINTEN T CUPPS

v.

MICHAEL A URBANO

ERNEST COLLINS JR.

CHRISTOPHER L ENOS
JUDGE RYAN

MINUTE ENTRY

The Court has considered Defendant's Motion for Attorney Fees and Costs, the related pleadings, and the argument of counsel.

This is an action arising out of a purported contract, which entitles Plaintiff/Counterdefendant to apply for an award of attorney's fees. *Lacer v. Navajo County*, 141 Ariz. 392, 394, 687 P.2d 400, 402 (App. 1984) ("A party is entitled to an award of its attorney's fees under A.R.S. §12-341.01 if judgment in its favor is based upon the absence of the contract sued upon by the adverse party"). The Court has considered the recent discovery, during the last oral argument, that it was Mr. Urbano that recommended criminal defense attorney Greg Clark to represent the Plaintiff/Counterdefendant in his ongoing dispute with Plaintiff's HOA Board. Mr. Urbano and Mr. Clark practiced almost exclusively in the criminal defense in the Phoenix metropolitan area. What good reason can the Court attribute to Mr. Urbano's offer of a criminal defense attorney to represent the Board against a fellow criminal defense attorney? The Court now appreciates why the "settlement" contained such favorable terms for Mr. Urbano, such unfavorable terms for the Board, and why Mr. Clark violated his ethical and professional responsibilities to his client, the Plaintiff/Counterdefendant.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2020-010651

02/06/2024

Turning to the Application for Attorney Fees and Costs, the Court finds that the hourly rate was reasonable, the work expended was reasonably calculated to provide thorough, competent representation, and the costs were necessary. As to the overall amount, Mr. Urbano complains that the attorney fees and costs requested are unreasonable excessive considering the original amount in controversy.

The Court disagrees for several reasons. First, Mr. Urbano's contention was that he could extract the benefits of being an HOA resident, but not have to pay one penny toward his HOA dues, let alone his contractually obligation HOA assessments. Second, the HOA Board could possibly face other HOA residents deciding not to pay and pointing to Mr. Urbano, saying, "If Mr. Urbano's contract means nothing, why should I have to pay?" Third, he was contractually obligated to pay, notwithstanding the "agreement" worked out between himself and a fellow criminal defense attorney, disbarred attorney Greg Clark, an agreement that showered benefits on Mr. Urbano while stripping his own client of the contractually negotiated obligations Mr. Urbano owed under the HOA agreement.

IT IS ORDERED granting Plaintiff/Counterdefendant's Motion for Attorney Fees and Costs.

IT IS FURTHER ORDERED that Plaintiff/Counterdefendant shall submit a Judgment for this Court's review and signature, and shall include the exact amount of Attorney Fees and Costs in its body, as well as 54(c) language for the Court's consideration.