

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2014-000282

05/23/2014

HONORABLE KATHERINE COOPER

CLERK OF THE COURT
D. Harding
Deputy

BRETT VISSER

J ROGER WOOD

v.

OPTIMA CAMELVIEW VILLAGE
CONDOMINIUM ASSOCIATION

LYDIA P LINSMEIER

MINUTE ENTRY

The Court has received Defendant Association's Motion to Enforce Settlement Agreement. Plaintiff did not file a Response, and the time for doing so has expired. Based on the information set forth in the Motion and attached exhibits, the Court finds that the parties entered into a binding settlement agreement on or about February 25, 2014, when Plaintiff accepted the terms of the settlement by email. "My client formally accepts the terms of this proposed settlement." The Motion to Enforce is granted pursuant to Rule 7.1(b) (unopposed motions may be granted summarily) and the parties' settlement agreement. Accordingly,

IT IS HEREBY ORDERED that:

1. The Settlement Agreement dated February 25, 2014 between the parties is an enforceable contract;
2. On March 16, 2014, Defendant received two noise complaints regarding Plaintiff's unit. Pursuant to the Agreement, Defendant provided Plaintiff's counsel with a Notice of Violation and placed two \$1,000 fines on Plaintiff's account. Plaintiff is ordered to pay those fines by **June 6, 2014 at 5:00pm**. If the fines are not paid, Defendant shall submit a form of Judgment by **June 13, 2014**, and Judgment will be entered in favor of Defendant and against Plaintiff.

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3. Defendant is entitled to recover its reasonable attorneys' fees and costs incurred in filing this Motion to Enforce Settlement Agreement and recovery of the fines described in (2). Defendant shall submit an Application for Attorneys' Fees and Costs and a proposed Judgment by **June 13, 2014**.