

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2021-018692

05/10/2022

HONORABLE CHRISTOPHER COURY

CLERK OF THE COURT
L. Gilbert
Deputy

NORTH CANYON RANCH OWNERS
ASSOCIATION

HAIDYN DILORENZO

v.

LUKE MOISOFF

LUKE MOISOFF
24644 N 40TH LN
GLENDALE AZ 85310

JUDGE COURY

ORDER

The Court has reviewed and considered Plaintiff's *Motion for Summary Judgment*, filed March 25, 2022, together with the *Statement of Facts* and exhibits, also filed March 25, 2022. Defendant Luke Moisoff failed to timely respond. Pursuant to Rule 7.1(b), *Arizona Rules of Civil Procedure*, Defendant's inaction may be deemed as consent to grant the Motion. However, to grant the Motion even in the absence of a Response, the record in this case must establish that Plaintiff is entitled as a matter of law to the relief it is seeking. Oral argument was not requested and the Court does not believe it would be helpful.

Summary judgment is appropriate only if no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. *See* Rule 56(a), *Arizona Rules of Civil Procedure*; *Orme School v. Reeves*, 166 Ariz. 301, 305, 802 P.2d 1000, 1004 (1990); *Hourani v. Benson Hosp.*, 211 Ariz. 427, 432, 122 P.3d 6, 11 (App. 2005). All facts must be viewed in the light most favorable to the nonmoving party. *See Grain Dealers Mutual Insurance Co. v. James*, 118 Ariz. 116, 575 P.2d 315 (1978); *Farmers Ins. Co. v. Vagnozzi*, 138 Ariz. 443, 448, 675 P.2d 703, 708 (1983). The moving party bears the burden of demonstrating through admissible

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evidence that no genuine issue of material fact exists. *See Nat'l Hous. Indus., Inc. v. E.L. Joes Dev. Co.*, 118 Ariz. 374, 377, 576 P.2d 1374, 1377 (App. 1978); *Sanchez v. City of Tucson*, 191 Ariz. 128, 130, 953 P.2d 168, 170 (1998); *Nat'l Bank of Ariz. v. Thurston*, 218 Ariz. 112, 180 P.3d 977, 981 (App. 2008). Additionally, "summary judgment is not proper where possible inferences to be drawn from the circumstances are conflicting." *Executive Towers v. Leonard*, 7 Ariz. App. 331, 439 P.2d 303 (1968).

THE COURT FINDS as follows:

1. There is no genuine issue of material fact that Defendant has breached his contractual obligations owed to Plaintiff. Defendant agreed to comply with the Declaration of North Canyon Ranch Owners Association (the "Association"). These obligations include payment of validly charged assessments upon proper notice and demand.
2. There is no genuine issue of material fact that Plaintiff is entitled to judgment in its favor in the amount of \$7,933.64 in unpaid assessments, late fees, interest, collection costs and attorneys' fees.
3. Plaintiff is entitled to enforce collection against the Defendant and Defendant's Lot within the Association.
4. Plaintiff is entitled to foreclose upon Defendant's Lot within the Association. Plaintiff also may seek to recover its attorneys' fees and taxable costs under Arizona law.
5. Plaintiff is entitled to judgment in its favor.

Good cause appearing,

IT IS ORDERED granting Plaintiff's *Motion for Summary Judgment*, filed March 25, 2022.

IT IS FURTHER ORDERED directing Plaintiff to prepare and lodge a form of Judgment on or before June 8, 2022. Plaintiff shall file any applications for attorneys' fees by this deadline as well. Defendant shall have the time permitted from the date of Plaintiff's filings to file any objections to the form of judgment or to any requests for attorneys' fees.