

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

CV 2014-015333

07/30/2015

HONORABLE DAVID B. GASS

CLERK OF THE COURT  
L. Stogsdill  
Deputy

DESERT MOUNTAIN CLUB INC

THERESA DWYER

v.

ERIC GRAHAM, et al.

DARYL M WILLIAMS

**RULING**

The Court has read Defendants' Motion to Dismiss, electronically filed on June 25, 2015.

The Court has read the following:

- Defendants' Motion to Dismiss, electronically filed on June 25, 2015;
- Plaintiff's Response to Defendants' Motion to Dismiss, electronically filed on July 15, 2015; and
- The Complaint, filed December 29, 2014.

Defendants filed no Reply.

**Analysis**

Arizona is a notice pleading state. *See Coleman v. City of Mesa*, 230 Ariz. 352, 356, 284 P.3d 863, 867 (Ariz. 2012). To determine whether a complaint states a claim on which relief can be granted, this Court must assume that all well-pled allegations are true and draw all reasonable inferences from those alleged facts, "but mere conclusory statements are insufficient." *See id.* This Court looks only to the pleading to resolve a motion to dismiss. *See id.* If the parties raise matters outside the pleading, this Court must treat it as a motion for summary judgment. *See id.*

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However, exhibits to a complaint or related public records are not outside the pleading, so this Court “may consider such documents without converting a Rule 12(b)(6) motion into a summary judgment motion.” *See id.* This Court may grant a motion to dismiss “only if as a matter of law plaintiffs would not be entitled to relief under any interpretation of the facts susceptible of proof.” *See id.*

When the Court assumes the allegations in the Complaint to be true, Plaintiff has stated a claim for which relief can be granted. The Complaint alleges that the parties entered into a contractual relationship, that Defendants breached the contractual relationship, and that the breach caused damage to Plaintiff. In the Motion to Dismiss, Defendants assert that they resigned from the contractual relationship. But in the Complaint, Plaintiff asserts that Defendants merely attempted to resign and that the attempted resignation violated the contractual relationship terms, resulting in damages to Plaintiff. If the Court takes Plaintiff’s assertions in the Complaint as true for purposes of Defendants’ Motion to Dismiss, Plaintiff has stated a claim for which relief can be granted.

**IT IS THEREFORE ORDERED** denying the Defendants’ Motion to Dismiss. Defendants shall file an answer pursuant to the Arizona Rules of Civil Procedure.