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Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

THE ESTATE OF BABY VILLEGAS,
DECEASED, by and through MARIO
VILLEGAS; MARIO VILLEGAS on his
own behalf and on behalf of all survivors of
BABY VILLEGAS, Deceased,

Plaintiffs,

v.

JACKRABBIT FAMILY MEDICINE,
INC., an Arizona corporation, d/b/a
CAMELBACK FAMILY PLANNING;
GABRIELLE J. GOODRICK, M.D., a
single woman; JOHN DOES I-X; JANE
DOES I-X; ABC PARTNERSHIPS I-X;
and XYZ CORPORATIONS I-X.

Defendants.

NO.: S0400CV202200007

AWARD

(Assigned to the Hon. Bryan Chambers)

The Court having considered the Application for Attorneys' Fees and Costs, the Affidavit of Fees by counsel J. Stanley Martineau, and the Verified Statement of Taxable Costs, all submitted by Plaintiff Mario Villegas, and good cause appearing,

IT IS ORDERED awarding Plaintiff Mario Villegas attorneys' fees against Defendants in the amount of \$ 58,905.00.

1 IT IS FURTHER ORDERED awarding Plaintiff Mario Villegas taxable costs
2 against Defendants in the amount of \$ 2,384.70.

3 IT IS FURTHER ORDERED awarding Plaintiff Mario Villegas post-judgment
4 interest against Defendants at the statutory legal rate of 8.00% per annum, for attorneys'
5 fees and costs awarded from the date this judgment is entered until paid in full.

6 The Court finds that no further matters remain pending and that this Award for
7 Attorneys' Fees and Costs as well as the Trial Judgment filed July 22, 2026, should be
8 entered as a final judgment pursuant to Ariz. R. Civ. P. 54(c).

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16 eSigned by BRYAN B. CHAMBERS, 09/28/2026 15:21:58 YhOPQKlr
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11 Plaintiffs,

12 v.
13

14 JACKRABBIT FAMILY MEDICINE,
INC., an Arizona corporation, d/b/a
15 CAMELBACK FAMILY PLANNING;
16 GABRIELLE J. GOODRICK, M.D., a
single woman; JOHN DOES I-X; JANE
17 DOES I-X; ABC PARTNERSHIPS I-X;
and XYZ CORPORATIONS I-X.

18 Defendants.
19
20

NO.: S0400CV202200007

**MARIO VILLEGAS REPLY IN
SUPPORT OF HIS APPLICATION
FOR ATTORNEY FEES AND
TAXABLE COSTS**

(Assigned to the Hon. Bryan Chambers)

21 Plaintiff Mario Villegas relies on his Application for Fees and Costs and
22 incorporates its arguments and authorities here. This Reply will make only a few
23 comments about certain points in Defendants' "Response".

24 **First**, Defendants concede costs (Response at p. 5).

25 **Second**, Defendants do not challenge counsel's hourly rate or qualifications, nor

1 do they object to any **specific** time entry as unreasonable or unrelated. Their only attempt
2 is their claim that Count One did not appear until Plaintiff filed his Second Amended
3 Complaint in 2023, so the Court should lop off any time spent before that date (Response
4 at page 5, lines 5-15). Actually, Count One was in Plaintiff's First Amended Complaint,
5 filed in federal district court on October 20, 2020, so the pleadings themselves refute this
6 objection. Defendants' only other objection is "[t]here are other time entries of a few
7 hours, which are not necessarily relevant to the claims in this case . . ." (Response at
8 page 5). An objection that specifies no entry, states no hours, and proposes no reduction
9 gives the Court nothing to rule on.

10 **Third**, their suggestion that the Court should **not** perform a "lodestar" analysis is
11 flatly contrary to *Karla Timmons v. City of Tucson*, 171 Ariz. 350, 357 (1991), cited in
12 the Application and the Response. A lodestar analysis (time reasonably spent multiplied
13 by a reasonable hourly fee) is the place to start when determining what a reasonable fee
14 is. The lodestar figure thus calculated is presumed to be a reasonable fee.

15 **Fourth**, Defendants erroneously claim that Mario's obligation to pay his lawyer a
16 contingent fee of "forty percent (40%) of any settlement or recovery obtained" imposes a
17 cap on fees. Mario's claim does not arise out of a contract, so A.R.S. § 12-341.01 does
18 not apply at all, including subsection (B) that has this "cap" language in it. Mario's claim
19 arises under the Act, and not from any contract, and the retainer does not cap fees.

20 **Fifth**, to hear Defendants tell the story, they won and Mario lost. But Mario's
21 Affidavit summarizes the results Mario obtained at page 3, line 18 to page 4, line 10, and
22 Mario stands behind that summary. Further, Defendants strive mightily to ensure that any
23 fee award is not "enhanced" in any way (Response page 5, lines 16-23). Defendants'
24 repeated objection to any fee "enhancement" opposes something Mario has never asked
25 for. He seeks no enhancement, no multiplier, and no risk premium.

1 **Sixth**, Defendants claim that Mario sued to change the law so a father could veto
2 an abortion, but lost (Response at page 1). This is a suit for damages, not injunctive relief,
3 so this claim is specious. Also, there are many ways to keep abortion practitioners honest,
4 and awarding damages plus fees for a wrongful abortion does just that.

5 Mario's testimony in Defendants' own exhibit explains his real motive:

6 *"Q: But still, why would you file this lawsuit? What's the point of the lawsuit, or*
7 *what's your objective, your goal with it?"*

8 *"A: I just don't want this to ever happen to somebody else. I mean, another man*
9 *should never feel the pain that I feel."*

10 **Seventh**. Defendants claim the following:

11 *Therefore, if the Court awards Mr. Villegas an additional \$27,000 to cover the*
12 *fees he owes Mr. Martineau, then Mr. Villegas will be made whole. Mr. Martineau*
13 *will receive exactly what he bargained for: 40% of the award he obtained on*
14 *behalf of his client. (Response page 2, lines 6-8).*

15 Defendants' position only helps Defendants.

16 First, if fees and costs **are not** part of the "recovery obtained", then counsel isn't
17 paid for the time he spent to pursue them. Second, if fees and costs **are** part of the
18 "recovery obtained", and fees are capped at \$27,000.00, Mario's total recovery would be
19 \$96,884.70 (\$67,500.00 + \$27,000.00 + \$2,384.70). He would owe his counsel 40% of
20 that amount or \$38,753.88, and his net would be \$58,130.82, almost \$10,000.00 less than
21 the damages this Court found he suffered. That is not being made whole, and it does not
22 honor the explicit language in the retainer Mario and his lawyer signed.

23 Defendants' position means that either Mario, or his lawyer, must shoulder the
24 financial burden of this litigation, but not Defendants.

25 This statutory claim exists to protect parents from wrongful abortions, and its
impact will be substantially weakened unless Defendants are required to shoulder the full
financial burden of such litigation.

WHEREFORE, Mario respectfully urges this Court to:

1. Award him reasonable attorney fees pursuant to A.R.S. § 36-2153(L)(3) in the amount of **\$58,905.00**, being the lodestar of 168.3 hours at \$350.00 per hour, which is presumptively reasonable;
2. Award taxable costs of **\$2,384.70**; and
3. Enter the proposed form of award lodged with the Application, except to correct the erroneous rate of statutory interest, which must follow the prime rate on the date the award is signed, plus 1%.
4. Grant such other and further relief as the Court deems just and proper.

September 22, 2026.

MARTINEAU LAW, PLLC

/s/ J. Stanley Martineau

J. Stanley Martineau
Attorney for Plaintiff

ORIGINAL of the foregoing e-filed today
with the Clerk of the Gila County Superior Court,

COPY delivered via TurboCourt and email this date to:

The Honorable Bryan B. Chambers

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11 /s/ J. Stanley Martineau

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10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF GILA**

12 **THE ESTATE OF BABY VILLEGAS,**
13 **DECEASED, by and through MARIO**
14 **VILLEGAS; MARIO VILLEGAS on his own**
15 **behalf and on behalf of all survivors of BABY**
16 **VILLEGAS, Deceased**

17 **Plaintiff,**

18 **vs.**

19 **JACKRABBIT FAMILY MEDICINE, INC.,**
20 **an Arizona corporation dba CAMELBACK**
21 **FAMILY PLANNING, GABRIELLE J.**
22 **GOODRICK, M.D. and "JANE DOE**
23 **GOODRICK" a married couple, and KRISTIN**
24 **J. LIVINGSTON, M.D. and "JOHN DOE**
25 **LIVINGSTON," a married couple, et. al.**

26 **Defendants.**

Case No. S0400CV202200007

**DEFENDANTS' RESPONSE TO
PLAINTIFF'S APPLICATION
FOR ATTORNEYS' FEES AND
TAXABLE COSTS**

**(Assigned to Hon. Bryan B.
Chambers)**

When Mario Villegas retained the Martineau law firm to represent him, he signed an Agreement to pay attorneys' fees. He agreed that he would pay the Martineau Law Firm forty percent of any settlement or recovery obtained.

The Court has entered a judgment awarding Mr. Villegas \$5,000 in statutory damages and an additional \$62,500 for the plaintiff's psychological, emotional and physical injuries resulting from the Defendant's conduct. Jackrabbit Family Medicine Inc. therefore owes Mr. Villegas the total sum of \$67,500.00.

1 From that, Mr. Villegas has to pay his lawyer 40% or \$27,000.

2 The purpose of awarding a plaintiff his attorneys' fees in an action under A.R.S.
3 §36-2153 is to mitigate the burden of the expense of litigation to establish a just claim.
4 Here, the Court has decreed that Mr. Villegas had a "just claim," that he is entitled to
5 damages, and that those damages are \$67,500.

6 Therefore, if the Court awards Mr. Villegas an additional \$27,000 to cover the fees
7 he owes Mr. Martineau, then Mr. Villegas will be made whole. Mr. Martineau will receive
8 exactly what he bargained for: 40% of the award he obtained on behalf of his client.

9 There is no need to consider any other factors in reaching this decision. The Plaintiff
10 claims that he filed "an unprecedented" case, but of course, as it turns out, he didn't.

11 His original complaint sought to establish the rights of fathers of unborn children to
12 have a say in whether the mother can obtain an abortion. His original complaint actually
13 asked for a change in the law so that father's right to veto the mother's decision would be
14 established. In fact, when Mr. Villegas was deposed, he was asked why he filed this
15 lawsuit. He said "I just don't want this to ever happen to someone else. I mean, another
16 man should never feel the pain that I feel" (*See* Ex. 1, Deposition of Mario Villegas at 84:
17 25-85:4 attached).

18 Nothing that he did in this case changed the law or added any rights to fathers of
19 unborn children. Mr. Villegas asserted that it should not be up to the wife alone to make
20 the decision to have an abortion. He thought that was wrong. However, the filing and
21 prosecution of this lawsuit did nothing to change that law. He failed in establishing the
22 rights for fathers he hoped to establish.

23 The only reason he received an award of damages is because during the discovery
24 phase of this case, the plaintiff's lawyer came across the fact that Jackrabbit Family
25 Medicine could not prove it had given a full "consent" to the mother. The court found that
26 while the mother had been advised of all other requirements in the statute, that she was not

1 told about a website that was maintained by the Department of Health Services to educate
2 pregnant women of their rights. We know that Megan has stated that she had no interest in
3 reviewing or looking at the website. She has said that no one could change her opinion.
4 Nonetheless, the failure to tell her about the website was a violation of the law as found by
5 the court and therefore Mr. Villegas became entitled to a money judgment.

6 The point is: this is not a case that breaks any new ground. It simply means that if
7 an individual obtains an abortion and then later claims that she was not told everything in
8 the statute, she can state a case against the abortion provider. Or, as in this case, if the
9 mother declines to sue, the husband has the right to file the case based upon the alleged
10 lack of informed consent given by the mother.

11 In seeking damages for Mr. Villegas, Mr. Martineau advanced a number of theories
12 of liability against the Defendant that were opposed and went nowhere. The basis for the
13 award against Jackrabbit is the summary judgment decision made years ago in which the
14 court found that one element in the statute concerning informed consent was not proved to
15 be told to the mother.

16 Accordingly, there is no reason to consider enhancing the fee that Mr. Martineau
17 and Mr. Villegas bargained for. By awarding a fee of \$27,000 Mr. Villegas will receive
18 exactly what the court awarded him, with no deduction, and Mr. Martineau will receive the
19 fee that he bargained for. He was obviously hoping for a larger award (see his request for
20 judgment in his closing argument) but he should be required to abide by the agreement he
21 made with his client.

22 The Plaintiff's lawyer argues that his fee should be based upon a "lodestar analysis."
23 That approach is often taken in cases where the Plaintiff prevails, where he is entitled to an
24 award of attorneys' fees, and where his lawyer has a contingency agreement which would
25 provide a fee which is much larger than "reasonable." In those cases, the contingency
26 award is higher than what would be computed by using the "lodestar" approach. In

1 *Timmons v. City of Tucson*, 171 Ariz. 350, 839 P.2d 871, the Court considered a contingency
2 fee which provided for enhanced hourly rates. Timmons' attorney sought fees of \$119,140
3 which was computed by using an enhanced fee because of the alleged difficulty of the work
4 and his success.

5 The court cited with approval language from *Pennsylvania v. Delaware Valley*
6 *Citizens Council for Clean Air*, 483 U.S. 711, 107 S.Ct. 3078, which stated:

7 "Enhancement for the risk of non-payment should be reserved for
8 exceptional cases where the need and justification for such
9 enhancement are readily apparent and are supported by evidence in
the record and specific findings by the courts."

10 In sum, the courts in which they reject a request for a contingency fee are cases
11 where the contingency fee would far exceed the lodestar calculation. For example, in this
12 case, the Plaintiff asked the Court to award him \$1.5 million. An unlikely result, but had
13 the Court granted that request, then that means that Mr. Martineau would have been entitled
14 to a fee of \$600,000 from his client. There is no doubt that had that result been obtained,
15 then Mr. Martineau's request for fees under the statute would have been capped by a
16 lodestar approach.

17 However, where the contingency fee is less than the reasonable lodestar approach,
18 then there is no reason why the contingency fee should not be enforced. That is what the
19 Plaintiff bargained for and that is what the lawyer bargained for.

20 Further, in this case, the defense made an offer of judgment prior to trial in the sum
21 of \$100,000. If our fee suggestion is adopted, that is essentially what the Court awarded
22 (\$62,500 + \$5,000, + \$27,000 or \$94,500).

23
24 The Plaintiff's lawyer never demanded less than \$500,000 prior to trial, so the sole
25 reason that the parties, the lawyers, the court and the court personnel all had to attend the
26 trial was because of the excessive demand made by the Plaintiff. Pre-trial offers and

1 demands are relevant in assessing attorneys' fees once the case has concluded, and the
2 defense requests that the Court consider those facts in determining Mr. Martineau's fee.

3 While we do not believe that the court consider a "lodestar analysis", we offer some
4 comments.

5 In his Affidavit, Mr. Martineau has divided his work into eight time periods. We
6 ask the Court to note that the only claim with which the Plaintiff prevailed did not appear
7 until he filed his Second Amended Complaint in 2023. As a result, everything before that
8 date should be considered unreasonable since it was unrelated to the successful claim. The
9 time spent before 2023 amounts to 6.7 hours in the first time period; 1.9 hours for the
10 second time period; 24.3 hours for the third time period. Just those items alone amount to
11 32.9 hours and should be held unreasonable.

12 There are other time entries of a few hours, which are not necessarily relevant to the
13 claims in this case, but the point is that the court need not attempt to compute a "lodestar"
14 number when the contingency fee due Mr. Martineau pursuant to his agreement with Mr.
15 Villegas is presumably reasonable.

16 The factors mitigating against any higher fee are:

17 1. Mr. Villegas failed in his attempt to change the abortion law to give fathers
18 greater rights – his stated reason for filing this lawsuit.

19 2. The court awarded a small percentage of the Plaintiff's request for damages
20 (4.5%). This fact impacts any fee request, lodestar or others.

21 3. The Plaintiff rejected a pretrial offer which would have given him more
22 than the court awarded.

23 There is no need to "enhance" Mr. Martineau's contingency fee for any reason.

24 The Defendants have no issue with Mr. Martineau's Statement of Costs.
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DATED this 10th day of September, 2026.

SLUTES, SAKRISON & ROGERS, P.C.

By: /s/Tom Slutes

Tom Slutes

Monika Kozan

Attorneys for Defendants

Original filed with the Gila
County Superior Court; with a
copy being emailed this 10th day of
September, 2026 to:

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EXHIBIT 1

In the Matter of:

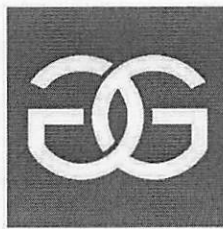
The Estate of Baby Villegas

vs

Jackrabbit Family Medicine

Mario Gabriel Villegas

June 12, 2023



**GRIFFIN GROUP
INTERNATIONAL**

3200 East Camelback Road, Suite 177
Phoenix, Arizona 85018

Page 82 1 A. Not to my knowledge. I don't know. 2 Q. Okay. So Cassandra drove Meagan from Globe to 3 the airport -- or to this hotel? 4 A. Yes, sir. 5 Q. And you drove your own vehicle? 6 A. Yes, sir. 7 Q. So who got there first? 8 A. I did. 9 Q. And so Meagan walks in and sees you? 10 A. Yes. 11 Q. What was her reaction? 12 A. She wasn't very thrilled. 13 Q. I think you're understating it. 14 A. She was upset. 15 Q. Maybe still understating it, but that's good 16 enough. 17 Q. So you had a conversation? 18 A. Yes, sir. 19 Q. Was Cassandra with her when she came in? 20 A. No, sir. 21 Q. So tell me what the conversation consisted of. 22 A. We talked about -- we talked about how we can 23 make things work. She said that -- she said that she 24 was overwhelmed with life and different things. 25 And I told her that I was going to go to	Page 84 1 Q. How about her? 2 A. She had clothes because she was planning to run 3 off with the gentleman. 4 Q. And where were the clothes? 5 A. With Cassandra in her car. 6 Q. And did you go out and help her get her clothes 7 from Cassandra's car? 8 A. Yes, sir. 9 Q. So Cassandra saw you two and knew that she 10 didn't have to take Meagan back to Globe, right? 11 A. Yes, sir. 12 Q. Why did you file this lawsuit? 13 A. I felt it was the right thing to do. I didn't 14 believe that this was appropriate. I mean, it didn't 15 need to go this far, as far as the -- the taking of an 16 innocent life. It really, really upset me. 17 Q. The abortion upset you? 18 A. Yes, sir. 19 Q. In fact, there is something in the hearing 20 transcript where you say -- this is September of '18, 21 where you mention that you were still really upset. You 22 were very upset about the abortion. Is that right? 23 A. Yes, sir. 24 Q. But still, why would you file this lawsuit? 25 What's the point of the lawsuit, or what's your
Page 83 1 Las Vegas, and if she wanted to go, she could go. And 2 she opted to go with me. 3 Q. Who wanted to make -- work things out? Who 4 said that? 5 A. I -- I was the main person who wanted to work 6 things out. 7 Q. Okay. So you offered for her to go with you to 8 Vegas? 9 A. Yes, sir. 10 Q. Now -- and did you leave from the hotel and go 11 to Vegas? 12 A. Yes, sir. 13 Q. You just happened to have tickets for that 14 night? 15 A. Yes, sir. 16 Q. I mean, reservations? 17 A. (No audible response.) 18 Q. Did you have clothes with you? 19 A. Yes, sir. 20 Q. How did you happen to have clothes? 21 A. I always carry clothes. I was working in a 22 fire station at the time. 23 Q. And you were planning on going to Vegas anyway, 24 right? 25 A. Yes, sir.	Page 85 1 objective, your goal with it? 2 A. I just don't want this to ever happen to 3 somebody else. I mean, another man should never feel 4 the pain that I feel. 5 Q. Several times during -- in the pleadings, you 6 have called -- we have called this unborn child a girl. 7 A. Yes, sir. 8 Q. In fact, I think we mentioned the name 9 "Ophelia"? 10 A. Yes, sir. 11 Q. Tell me why -- I mean, you know that at eight 12 weeks you can't determine the gender of an unborn child, 13 right? 14 A. Yes, sir. 15 Q. So why do you think she is a girl, and why did 16 you pick the name Ophelia? 17 A. So why -- during a conversation that Meagan and 18 I were having, at one point there was a song called 19 "Ophelia" was playing. 20 Q. Give us some idea when this conversation 21 happened. 22 A. After the vasectomy, and we were just talking. 23 Q. You mean after the reversal -- 24 A. After the reversal, yes. We were just talking, 25 and that song was playing. And she said, "I would name



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1 THE COURT REPORTER: Are you ordering a copy of
2 the transcript?
3 MR. MARTINEAU: Yes.
4 (Discussion off the record.)
5 (Exhibit No. 1 was marked for identification.)
6 MR. MARTINEAU: So we are going to -- we have a
7 picture here we are going to attach as Exhibit 1.
8 MR. SLUTES: Over my objection. I don't think
9 it's relevant. How is it relevant?
10 MR. MARTINEAU: Okay. Objection, relevance,
11 that's not -- this is not the time for relevance
12 objections.
13 MR. SLUTES: I know that, but I'm not going to
14 say that you put it in -- you attached it to a
15 deposition, so somehow it wins its way into evidence at
16 trial.
17 MR. MARTINEAU: I know you won't let that
18 happen --
19 MR. SLUTES: No, it won't happen.
20 MR. MARTINEAU: -- without a battle. So that's
21 okay. But I just want to attach it and -- anyway.
22
23 FURTHER EXAMINATION
24 BY MR. MARTINEAU:
25 Q. So if you would look at the picture there.

Page 103

1 This is a picture of -- looks like a family in front of
2 the -- what do you call that monument?
3 A. Mount Rushmore.
4 Q. Mount Rushmore.
5 So start with the -- start with the
6 good-looking young kid on the left side and work your
7 way right, and tell me who the picture portrays.
8 A. That's Mario, Jr. Next would be my wife,
9 Hannaleigh; my daughter, Alex. Then there is me, and
10 I'm holding our infant, Joshua, and my other son
11 Zachary.
12 MR. MARTINEAU: Okay.
13 (Deposition concluded at 3:11 p.m.)
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16 MARIO GABRIEL VILLEGAS
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Page 104

1 STATE OF ARIZONA)
2) ss.
3 COUNTY OF MARICOPA)
4 BE IT KNOWN that the foregoing proceedings
5 were taken before me; that the witness before testifying
6 was duly sworn by me to testify to the whole truth; that
7 the foregoing pages are a full, true, and accurate
8 record of the proceedings, all done to the best of my
9 skill and ability; that the proceedings were taken down
10 by me in shorthand and thereafter reduced to print under
11 my direction.
12
13 I CERTIFY that I am in no way related to any
14 of the parties hereto, nor am I in any way interested in
15 the outcome hereof.
16
17 [X] Review and signature was requested; any
18 changes made by the witness will be attached to the
19 original transcript.
20 [] Review and signature was waived/not
21 requested.
22 [] Review and signature not required.
23
24 I CERTIFY that I have complied with the
25 ethical obligations set forth in ACJA 7-206(F)(3) and
ACJA 7-206 J(1)(g)(1) and (2).
Dated at Phoenix, Arizona, this 27th day of
June, 2023.

/s/ Kellie L. Olney

KELLIE L. OLNEY, RPR
Certified Reporter
Arizona CR No. 50223

* * * * *

I CERTIFY that GRIFFIN GROUP INTERNATIONAL has
complied with the ethical obligations set forth in ACJA
7-206 (J) (1) (g) (1) through (6).
/s/ Pamela A. Griffin

GRIFFIN GROUP INTERNATIONAL
Registered Reporting Firm
Arizona RRF No. R1005

Page 105

1 GRIFFIN GROUP INTERNATIONAL -ERRATA SHEET - CHANGES IN TESTIMONY
2 3200 East Camelback Road Suite 177 Phoenix, Arizona 85018
3 The Estate of Baby Villegas vs Jackrabbit Family Medicine-Mario Gabriel-Villegas-June 12, 2023
4 Errata & Signature due no later than the Aug 4, 2023.
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7 PAGE LINE CORRECTIONS/CHANGES REASON
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25 SIGNATURE OF WITNESS DATE



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12 DECEASED, by and through MARIO
13 VILLEGAS; MARIO VILLEGAS on his
14 own behalf and on behalf of all survivors of
15 BABY VILLEGAS, Deceased,

16 Plaintiffs,

17 v.

18 JACKRABBIT FAMILY MEDICINE,
19 INC., an Arizona corporation, d/b/a
20 CAMELBACK FAMILY PLANNING;
21 GABRIELLE J. GOODRICK, M.D., a
22 single woman; JOHN DOES I-X; JANE
23 DOES I-X; ABC PARTNERSHIPS I-X;
24 and XYZ CORPORATIONS I-X.

25 Defendants.

NO.: S0400CV202200007

**NOTICE OF THE PARTIES' THIRD AND
FINAL AGREEMENT EXTENDING THE
DEADLINE FOR MARIO VILLEGAS TO
FILE HIS APPLICATION FOR
ATTORNEY FEES AND COSTS**

(Assigned to the Hon. Bryan Chambers)

26 The parties give notice they have agreed that Mario's application for attorney fees
27 and costs will be due by August 27, 2026.

28 DATED AUGUS 27, 2026.

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30 ///

1 **MARTINEAU LAW, PLLC**

2 /s/ J. Stanley Martineau

3 J. Stanley Martineau

4 *Attorney for Plaintiff*

5 **SLUTES, SAKRISON & ROGERS,**
6 **PC**

7 /s/ Tom Slutes

8 Tom Slutes, Esq.

9 *Attorney for Defendants*

10 ORIGINAL of the foregoing e-filed today
11 with the Clerk of the Gila County Superior Court,

12 COPY delivered via TurboCourt and email this date to:

13 **The Honorable Bryan B. Chambers**

14 Tom Slutes, Esq.

15 Slutes, Sakrison & Rogers, PC

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/s/ J. Stanley Martineau