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9 **SUPERIOR COURT OF ARIZONA**
10 **IN MARICOPA COUNTY**
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MAUREEN GAUGHAN, bankruptcy
trustee, for and on behalf of the bankruptcy
estates of JOHN CD DOE, a single man,

Plaintiff,

v.

BIG BROTHERS BIG SISTERS OF
AMERICA, a District of Columbia non-
profit corporation;
BIG BROTHERS BIG SISTERS OF
CENTRAL ARIZONA, an Arizona
corporation; JOHN DOE 1-100; JANE
DOE 1-100; and BLACK & WHITE
CORPORATIONS 1-100,

Defendants.

Case No. CV2020-014920

**JOHN C D DOE'S LIMITED
MOTION TO CORRECT THE
RECORD, VACATE SETTLEMENT-
BASED INACTIVE STATUS,
RESTORE CASE TO ACTIVE
CALENDAR, AND REINSTATE
PRETRIAL/TRIAL-SETTING
CONFERENCE**

(The Honorable Christopher A. Whitten)

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15 John CD Doe ("Doe"), the individual whose claims underlie this action,
16 files this Limited Motion solely on his own behalf concerning his individual

position regarding the purported settlement. Doe does not appear on behalf of Chapter 7 Trustee Maureen Gaughan, does not purport to represent the bankruptcy estates, and does not purport to exercise the Trustee's authority. Doe and the Trustee presently have conflicting positions concerning the purported settlement. Doe files this Motion to ensure that the Court is directly informed that Doe disputes that a final, enforceable settlement binding him was reached and that Doe does not consent to dismissal of this action based upon the September 17, 2026 Notice of Settlement.

I. THE SEPTEMBER 17, 2026 NOTICE REPRESENTED TO THE COURT THAT "ALL PARTIES" HAD SETTLED

On September 17, 2026, counsel for Defendant Big Brothers Big Sisters of America, Lori V. Berke, filed a Notice of Settlement representing to this Court that "all parties have reached a settlement." The Notice requested that future proceedings be vacated while settlement documentation was finalized and Bankruptcy Court approval was pursued. That representation had a substantial procedural consequence. Before the Notice, this case remained on its litigation track and the Court had scheduled a Pretrial/Trial-Setting Conference for November 20, 2026 at 10:00 a.m. Following the representation that all parties had settled, the case was moved away from that pretrial/trial posture, the November 20 conference was vacated, and the matter was placed on a dismissal/inactive calendar for October 23, 2026.

Doe respectfully submits that the Court should now be clearly informed that Doe disputes that a final enforceable settlement was reached and does not consent to dismissal of his claims based upon the September 17 Notice.

44 **II. THE REPRESENTATION THAT “ALL PARTIES” HAD REACHED A**
45 **SETTLEMENT WAS, AT MINIMUM, MATERIALLY INCOMPLETE**

46 The September 17 Notice did not advise the Court that Doe disputed whether a
47 final enforceable settlement existed. There was no final settlement agreement
48 signed by Doe. Indeed, the Notice itself contemplated additional time to finalize
49 settlement documentation and obtain Bankruptcy Court approval. Settlement
50 documentation and material provisions continued to be discussed, revised, and
51 disputed. Doe did not authorize opposing counsel to represent to this Court that he
52 personally agreed to every subsequently proposed settlement term or that he
53 consented to removal of this case from its existing litigation track. Doe had also
54 communicated that he did not wish to proceed with the purported settlement.
55 Accordingly, there is a material discrepancy in the present record: the Court was
56 told that “all parties have reached a settlement,” while Doe—the individual whose
57 underlying claims are being resolved—disputes that any final enforceable
58 settlement binding him existed.

59
60 Whatever authority the Bankruptcy Trustee may separately claim regarding
61 property of the bankruptcy estate presents a distinct legal issue. It does not
62 eliminate Doe’s position concerning settlement formation, his individual consent,
63 disputed settlement terms, or provisions purporting to impose personal obligations
64 upon him.

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66 **III. THE NOTICE CAUSED A MATERIAL CHANGE IN THE PROCEDURAL**
67 **STATUS OF THIS CASE**

68 The September 17 representation was not merely administrative.
69 Before the Notice, this case remained on its pretrial/trial track. The Court had
70 scheduled a Pretrial/Trial-Setting Conference for November 20, 2026.

71 Following the representation that the matter had settled, that proceeding was
72 vacated and the case was placed on a dismissal/inactive calendar.

73
74 The Notice therefore materially affected the procedural status of a case that had
75 been litigated for years and was approaching its pretrial/trial-setting stage.
76 Doe respectfully submits that a disputed assertion of settlement should not
77 function as a substitute for an adjudication that a settlement actually exists and is
78 enforceable.

79
80 **IV. DOE IS NOT ASKING THIS COURT TO DECIDE THE BANKRUPTCY**
81 **ISSUES**

82 Doe recognizes that questions concerning ownership of claims, the Trustee's
83 authority, and Bankruptcy Court approval of any proposed compromise may be
84 addressed by the United States Bankruptcy Court.

85
86 The relief requested here is narrower. Doe asks this Court to ensure that its own
87 docket accurately reflects that settlement is disputed and that this civil action is not
88 dismissed or deprived of its pretrial/trial track solely because a Notice represented
89 that all parties had settled.

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91 No Bankruptcy Court order approving a settlement requiring dismissal of this
92 action has been identified to Doe.

93 No stipulated dismissal bearing Doe's personal consent or signature has been filed.

94 No judgment enforcing a settlement against Doe has been entered.

95 Preserving the state-court action while those issues are resolved protects the status
96 quo and prevents potentially irreversible procedural consequences based solely
97 upon a disputed settlement representation.

98

99 **V. A NOTICE OF SETTLEMENT IS NOT AN ADJUDICATION THAT AN**
100 **ENFORCEABLE SETTLEMENT EXISTS**

101 Doe respectfully requests that the Court distinguish between a Notice reporting a
102 settlement and a judicial determination concerning the existence, terms, scope, and
103 enforceability of that settlement.

104 The September 17 Notice is not itself an adjudication of settlement formation or
105 enforceability.

106 Where the asserted settlement is disputed, Doe respectfully submits that
107 preservation of the action is appropriate until the settlement issue has actually been
108 resolved.

109 Restoring this case to the active calendar would not determine whether a
110 settlement ultimately may be established, enforced, or approved. Rather, it would
111 prevent the disputed September 17 representation from effectively terminating the
112 litigation before those questions have been adjudicated.

113

114 **VI. THE COURT SHOULD CORRECT THE RECORD AND RESTORE THE**
115 **CASE**

116 Doe respectfully requests that the Court correct the present procedural record so
117 there can be no misunderstanding regarding Doe's position.

118

119 Doe does not stipulate that a final enforceable settlement exists.

120 Doe does not consent to dismissal of this action based upon the September 17
121 Notice of Settlement.

122 Doe requests restoration of the case to the active calendar and restoration of its
123 pretrial/trial-setting posture.

If another party contends that Doe is legally bound by an enforceable settlement, Doe respectfully submits that the proper procedure is for that issue to be presented and adjudicated rather than allowing a disputed Notice of Settlement itself to produce dismissal of the underlying action.

VII. REQUEST FOR RELIEF

For the foregoing reasons, John C D Doe respectfully requests that this Court:

1. Correct and clarify the record to reflect that Doe disputes that a final enforceable settlement was reached;
2. Determine that the September 17, 2026 Notice of Settlement does not, standing alone, establish the existence or enforceability of a settlement binding Doe;
3. Vacate, remove, or suspend the October 23, 2026 settlement-based dismissal/inactive-calendar deadline;
4. Restore this action to the active calendar;
5. Reinstate the November 20, 2026 Pretrial/Trial-Setting Conference at 10:00 a.m., or alternatively schedule the earliest available status/pretrial conference;
6. Order that this action not be dismissed based solely upon the September 17, 2026 Notice of Settlement absent an appropriate stipulation, judgment, or court order establishing a legal basis for dismissal;
7. If any party continues to contend that a binding settlement presently requires termination of this action, require that party to identify the agreement, material terms, authority, and judicial order upon which that contention rests; and
8. Grant such other and further relief as the Court deems just and appropriate.

151
152 RESPECTFULLY SUBMITTED this 5th day of October, 2026.
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154
155 /s/ John C D Doe
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157 John C D Doe
158 Interested Individual, appearing solely on his own behalf
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CERTIFICATE OF SERVICE

I certify that on October 5, 2026, I served a true and correct copy of the foregoing JOHN C D DOE'S LIMITED MOTION TO CORRECT THE RECORD, VACATE SETTLEMENT-BASED INACTIVE STATUS, RESTORE CASE TO ACTIVE CALENDAR, AND REINSTATE PRETRIAL/TRIAL-SETTING CONFERENCE upon all counsel of record through the Court's authorized electronic filing/service system and/or by electronic mail and/or U.S. Mail, as applicable, including:

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and upon all other counsel and parties entitled to service according to the Court's
official service list.

RESPECTFULLY SUBMITTED October 5, 2026.

/s/ John C D Doe

John C D Doe
Interested Individual, appearing solely on his own behalf
