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Lawyer's Bar Number: N/A

CLERK OF THE SUPERIOR COURT
FILED
NOV 27 2024 3:22pm
L. Gutierrez Deputy

Representing ☒ **Self, without a Lawyer** or ☐ **Attorney for** ☐ **Petitioner** OR ☐ **Respondent**

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Sandra Rodriguez
Name of Plaintiff or Petitioner

Gardens Gilbert Community Association et. al.
Name of Defendant or Respondent

Case Number: CV2024-005940

Title: Motion in Support To Vacate Judgment, Deny Attorney Fees and Costs, and Oppose Defendants' Motions filed on November 26, 2024

Explain what you want the Court to order. The Judge may grant, deny, or change your request (or "motion"). A ruling will be issued by "minute entry."

See Addendum A (Attached). See Exhibit #1, and Exhibit #2 (Attached), and Exbihibit #3 (attached), and See Exhibit #4 (attached)

GN10f-040517

N/A

Today's Date: 11/27/24

Your Signature

Case No. CV2024-005940

This page must be completed and attached to the LAST page of your Motion/Request

☒ I filed the ORIGINAL of the attached document(s) with the Clerk of the Superior Court in Maricopa County on: November 27, 2024 .
Month Date Year

☒ I mailed/delivered a COPY of the attached document(s) to the Judicial Officer assigned to my case, Judge (or Commissioner): Coffey , on November 27, 2024
(Judicial Officer assigned to your case)
Month Date Year

☒ I mailed/delivered a COPY of the attached document(s) on this date:

November 27, 2024 To: Gardens Gilbert Community Association et. al
Month Date Year

(You must mail a copy of all documents to the other side and his/her lawyer)

Gardens Gilbert Community Association et. al.	Shaw & Lines, LLC/Augustus H. Shaw IV
Name of Other Side	Name of Other Side's Lawyer
4135 S. Power Road, Ste. 133	4523 E. Broadway Road
Address	Lawyer's Address
Mesa, Arizona 85212	Phoenix, Arizona 85040
City, State, Zip	City, State, Zip

By signing below, I state to the Court, under penalty of law, that the information stated on these pages is true and correct to the best of my knowledge and belief.

I further state that I have filed/mailed the attached document(s) as shown above. I understand that if I do not file/mail the attached document(s) as shown above, the judge in my case will not read my request/motion.

Your signature

GN10f-040517

ADDENDUM A

ADDENDUM A:

MOTION IN SUPPORT TO VACATE JUDGEMENT, DENY ATTORNEY FEES AND COSTS, AND OPPOSE DEFENDANTS' MOTIONS

TO THE HONORABLE JUDGE COFFEY:

I, Sandra Rodriguez ("Plaintiff"), acting pro se, respectfully moves this Honorable Court to vacate the judgment entered on August 30, 2024. I further oppose all three motions filed by Defendants on November 26, 2024, including their requests for sanctions, attorney fees, and costs. Additionally, I request that this Court issue a default judgment in my favor due to Defendants' ongoing procedural violations, including their failure to comply with service requirements, lack of sufficient proof of proper service, persistent procedural abuses, demonstrated bad faith, and refusal to address the substantive issues at the core of this case.

I also bring to the Court's attention the persistent harassment and egregious conduct perpetrated by Defendants against me and my family. Documented instances of intimidation, trespassing, and other actions have caused significant emotional distress and jeopardized the safety of my household. Finally, I assert that a settlement conference is not a viable remedy in this matter, as Defendants have repeatedly demonstrated an unwillingness to engage in good-faith negotiations. Their actions and correspondence unequivocally show their refusal to participate constructively in resolving this dispute. In their Response to Plaintiff's Rule 60 Motion to Quash Judgment Due to Procedural Errors and Presentation of New Evidence, Defendants mischaracterize procedural irregularities and constitutional violations, while also including irrelevant and improper statements that should be stricken from the record.

Throughout these proceedings, I have consistently highlighted substantial procedural and substantive issues with Defendants' conduct. Their counsel, Augustus H. Shaw IV, has

demonstrated a troubling disregard for legal ethics, procedural standards, and fairness. Defendants have engaged in a continued pattern of improper filings, misrepresentation of facts, and frivolous accusations, reflecting a lack of professionalism and integrity.

The Defendants' motions lack merit, relying instead on ad hominem attacks, mischaracterizations of my legal efforts, and an apparent disregard for their ethical and procedural obligations. I respectfully urge this Court to hold Defendants accountable for their actions and grant the relief requested in the interest of justice and fairness.

II. LEGAL BASIS FOR VACATING JUDGMENT

A. Improper Service and Procedural Errors

1. **Failure to Comply with Rule 58(c)**:
    - Rule 58(c)(1)(A), Arizona Rules of Civil Procedure, requires the Clerk to distribute notice of a judgment through TurboCourt or by mail. Rule 58(c)(1)(B) provides that other parties may also serve notice of the judgment. In this case, Defendants relied exclusively on TurboCourt without providing supplemental service, creating a procedural deficiency. *(Defendant's Response to Rule 60 Motion)*
        1. Defendants failed to comply with ACJA § 1-506 by bypassing the AZTurboCourt system for filings, undermining transparency and procedural integrity, while criticizing Plaintiff for alleged procedural deficiencies.
        2. Defendants failed to provide appropriate service for at least 12 motions filed with the Court, demonstrating a pattern of procedural non-compliance that, given the frequency, appears intentional.
        3. Defendants improperly relied on email communication for service, failing to meet the formal requirements of Rule 4.1, even as they accused Plaintiff of non-compliance with service standards.
        4. Defendants exclusively relied on TurboCourt for distributing notice of judgments in violation of Rule 58(c)(1)(A), which requires the Clerk to distribute notice through TurboCourt or mail, and Rule 58(c)(1)(B), which

allows parties to provide supplemental service. This procedural deficiency was highlighted in their own filing (Defendants' Response to Rule 60 Motion).

5. Defendants selectively presented portions of Plaintiff's emails, omitting critical context to mislead the Court, while accusing Plaintiff of presenting incomplete evidence.
6. Defendants violated Rule 7.1(f) by submitting duplicative and redundant filings, creating unnecessary burdens for Plaintiff, yet criticized her adherence to filing standards.
7. Defendants failed to properly serve documents per Rule 5(c), relying on informal methods like email instead of certified mail or personal delivery, while alleging Plaintiff's service was deficient.
8. Defendants exploited Rule 58(c)(1)(B) to delay proceedings, contradicting their claims of procedural adherence and efficiency.
9. Defendants filed frivolous and obstructive motions, duplicating Plaintiff's arguments, violating ethical standards under Rule ER 3.1, and burdening the self-represented Plaintiff.

2. **Violation of Notice Standards in Case Law**:
   - In *Chung v. Choulet,* 459 P.3d 498 (Ariz. App. 2020), the court emphasized the importance of timely and proper notice of judgment to ensure fairness. Defendants' failure to comply with supplemental notice requirements undermines procedural fairness and justifies vacating the judgment.
3. **Double Standards in Procedural Compliance**:
   - Defendants continue to accuse Plaintiff of procedural deficiencies while inconsistently adhering to their own obligations under Rules 7.1(f), 5(c), and 58(c)(1)(B). This inequitable application of procedural standards violates principles of fairness as recognized in *Gonzalez v. Nguyen*, 243 Ariz. 531 (App. 2018).
     1. Defendants failed to comply with ACJA § 1-506 by bypassing the AZTurboCourt system for filings, undermining transparency and

procedural integrity while criticizing Plaintiff for alleged procedural deficiencies.

2. Defendants improperly relied on email communication for service, failing to meet the formal requirements of Rule 4.1, even as they accused Plaintiff of non-compliance with service standards.
3. Defendants selectively presented portions of Plaintiff's emails, omitting critical context to mislead the Court, while accusing Plaintiff of presenting incomplete evidence.
4. Defendants violated Rule 7.1(f) by submitting duplicative and redundant filings, creating unnecessary burdens for Plaintiff, yet criticized her adherence to filing standards.
5. Defendants failed to properly serve documents per Rule 5(c), relying on informal methods like email instead of certified mail or personal delivery, while alleging Plaintiff's service was deficient.
6. Defendants exploited Rule 58(c)(1)(B) to delay proceedings, contradicting their claims of procedural adherence and efficiency.
7. Defendants filed frivolous and obstructive motions, duplicating Plaintiff's arguments, violating ethical standards under Rule ER 3.1, and burdening the self-represented Plaintiff.

III. RESPONSE TO DEFENDANTS' REQUEST FOR ATTORNEY FEES AND COSTS

A. Financial Hardship

1. **Plaintiff's financial hardship** has been acknowledged by the court. Awarding attorney fees creates further undue financial strain, exacerbating inequities in this litigation.
2. **Awarding fees under such circumstances contradicts the intent of *A.R.S. § 12-341.01(C),*** which discourages fee awards when the requesting party acts unreasonably or in bad faith.
3. **Courts are required to consider a party's ability to meet basic needs** before awarding attorney fees, ensuring that such awards do not impose insurmountable financial burdens.

4. **A.R.S. § 12-341.01(C) discourages awarding attorney fees** when the requesting party has acted unreasonably or in bad faith. Defendants' procedural misconduct and duplicative filings meet this criterion, making a fee award inappropriate.
5. **Granting attorney fees to Defendants would violate the principle of fairness**, particularly given the stark disparity in resources between a self-represented litigant and well-funded legal counsel. Notably, the Defendant's attorney fees and costs are likely being covered by the GGCA homeowners association, as confirmed by Brooke Sortor during the January 2024 GGCA Board of Directors Meeting. This retaliation appears directly linked to my raising concerns about a conflict of interest, a similar issue for which the Power Ranch HOA is currently facing litigation. This context underscores the inequitable nature of awarding fees in this case.
6. **The intent of fee awards under Arizona law** is to uphold principles of justice and equity, not to serve as a tool for retaliation, harassment, or financial coercion against a party who, in good faith, pursues legal action based on a reasonable belief in the presence of criminal or unlawful conduct.

B. Defendants' Unethical Conduct

1. **Violations of Ethical Standards**:
   - Defendants' counsel, Mr. Shaw, has repeatedly engaged in conduct that violates the Arizona Rules of Professional Conduct, including Rule 8.4(d), which prohibits actions prejudicial to the administration of justice.
2. **Improper Use of Procedural Tools**:
   - Defendants have consistently weaponized procedural rules by filing at least eight motions to strike, establishing a pattern of repetitive filings designed to suppress Plaintiff's claims. As a self-represented litigant without formal legal training, I face inherent challenges navigating these complexities. Despite his professional expertise and ethical obligations, Mr. Shaw has chosen to exploit procedural rules in a manner that undermines the integrity of the process and unfairly disadvantages me. His conduct

reflects a deliberate misuse of his legal knowledge to create obstacles rather than to pursue a fair resolution.

3. **Repetitiveness and Obstruction**:
   - This pattern of overuse and misuse of motions to strike contravenes *Blankenbaker v. Jonovich,* 203 Ariz. 226 (App. 2002), which cautions against substituting procedural motions for substantive engagement.

IV. PROCEDURAL DEFICIENCIES IN DEFENDANTS' RESPONSE

1. **Improper Service Argument Mischaracterized**
   - Defendants assert that service through TurboCourt complies with Rule 58(c), Ariz. R. Civ. P. However, this misrepresents Plaintiff's position. Plaintiff contends that reliance solely on TurboCourt, without additional confirmation or acknowledgment, deprived her of due process rights under the Arizona and U.S. Constitutions. Defendants cannot justify compliance on behalf of the Court, as they lack authority to verify procedural adherence.
2. **Failure to Address Substantive Financial Impact**
   - Defendants dismiss Plaintiff's financial hardship by stating it does not constitute substantial prejudice. However, federal and Arizona law recognize that disproportionate financial burdens resulting from procedural errors violate constitutional protections, including the Equal Protection and Due Process Clauses. Defendants' failure to consider Plaintiff's financial status during judgment violates Rule 60(b), as it impedes Plaintiff's ability to meet basic needs.

V. NEW EVIDENCE IS RELEVANT AND WARRANTS RELIEF

Plaintiff's allegations of improper service, lack of due diligence by the Clerk, and procedural errors are not frivolous but highlight the systemic denial of her rights. Defendants' dismissal of these issues as repetitive or baseless ignores the significance of constitutional safeguards.

VI. STRIKE IMPROPER AND IRRELEVANT STATEMENTS

1. **Personal Attacks on Plaintiff's Credibility**
   - Defendants label Plaintiff's motions as "repetitive and frivolous," which are irrelevant and prejudicial statements that do not contribute to the legal arguments. Such language should be stricken as it contravenes the principles of professionalism and civility required in legal pleadings.
2. **Misrepresentation of Financial Hardship**
   - Defendants' assertion that Plaintiff's financial status is irrelevant contradicts the requirement to assess the fairness and equity of judgments under Rule 60(b). These comments are improper and should be excluded from the record.

VII. LEGAL AND CONSTITUTIONAL VIOLATIONS MUST BE ADDRESSED

1. **Due Process Violations**
   - The judgment, based on incomplete service and lack of notice, infringes on Plaintiff's procedural due process rights, rendering the judgment unenforceable.
2. **Equal Protection Violations**
   - Defendants' disregard for Plaintiff's status as a minority and single parent raises questions of bias and unequal treatment under the law, contrary to the Fourteenth Amendment's Equal Protection Clause.

VIII. ARGUMENT: WHY A SETTLEMENT CONFERENCE IS NOT APPROPRIATE

1. **Documented Refusal to Negotiate in Good Faith:**
   - Defendants have consistently refused to engage in meaningful dialogue to resolve disputes, as evidenced by their failure to respond to Plaintiff's certified settlement offers on September 25, 2024, October 2, 2024, and November 20, 2024 *(See Exhibit #1 and Exhibit #2)*
2. **Pattern of Harassment:**
   - Despite Plaintiff's formal cease-and-desist letters on November 21, 2024, and November 26, 2024, Defendants continued harassment by allowing individuals to

intimidate and trespass near Plaintiff's home. These actions have caused emotional distress and compromised the safety of Plaintiff's children *(See Exhibit #1 and Exhibit #2)*

3. **Bad Faith Conduct Demonstrated Through Litigation:**

   - Defendants' overuse of motions to strike, coupled with frivolous sanctions requests, highlights their intent to harass Plaintiff through procedural mechanisms rather than engage in good-faith efforts to resolve disputes *(See Exhibit #1 and Exhibit #3)*

IX. ARGUMENT: OVERUSE OF PROCEDURAL REQUESTS AND NON-COMPLIANCE WITH COURT RULES

The Defendants have engaged in a clear pattern of repetitive filings and overuse of procedural requests, particularly motions to strike and requests for sanctions. This conduct not only violates the court's directive to avoid redundant motions, as outlined in its August 27, 2024, Minute Entry, but also raises concerns under Rule 11, Arizona Rules of Civil Procedure. The Defendants' filings demonstrate a failure to comply with procedural rules such as Rule 7.1(f), governing motions to strike, and suggest an intent to harass and burden the Plaintiff rather than resolve substantive legal issues.

TABLE OF PROCEDURAL VIOLATIONS

Document *(Date Filed)*	**Duplicative Efforts**	**Overuse of Sanctions**	**Procedural and Ethical Issues**
Response to Rule 60 Motion (11.26.24)	Repeats arguments regarding improper service and new evidence.	Requests sanctions for alleged frivolity.	Fails to substantiate "new evidence" claims; procedural deficiencies in addressing Rule 60(b).
Response to Motion to Strike (11.26.24)	Duplicates objections to motions to strike.	Requests sanctions citing repetitive motions.	Ignores Rule 7.1(f) and the court's guidance discouraging misuse of motions to strike.
Response to Improper Service Motion (11.26.24)	Overlaps with prior procedural	Requests sanctions citing procedural abuse.	Relies on redundant service objections without

Document *(Date Filed)*	**Duplicative Efforts**	**Overuse of Sanctions**	**Procedural and Ethical Issues**
	compliance arguments.		meaningful distinction from previous filings.
Response to Motion to Strike General Response (11.01.24)	Mimics prior filings objecting to motions to strike.	Reiterates sanctions request for harassment.	Breaches Rule 7.1(f) by filing unwarranted motions to strike and disregarding court directives.
Response to Motion to Report Improper Service (11.13.24)	Similar to earlier service-related objections.	Requests sanctions citing frivolous filings.	Redundant procedural claims lack new context; violates Rule 11 by excessive sanctions requests.
Defendants' Response to Plaintiffs MTS (11.14.24)	Reuses prior arguments against motions to strike.	Demands sanctions as a deterrent.	Non-compliance with Rule 11, Arizona Rules of Civil Procedure, due to repetitive filings.
Defendants' General Response (10.21.24)	Reflects consistent dismissal of claims in service objections.	Requests sanctions as a routine response.	Procedural inefficiency; repeated arguments violate Arizona Rules of Civil Procedure.

4. Legal and Ethical Implications:

Rule 8.4(d) of the Arizona Rules of Professional Conduct prohibits attorneys from engaging in conduct prejudicial to the administration of justice. Defendants' legal counsel, Mr. Shaw, has repeatedly violated this standard by prioritizing procedural obstruction over substantive engagement.

Plaintiff's Motion: Defendants' Procedural Abuse and Lack of Professionalism

XII. Defendants' Motion Exemplifies Procedural Abuse and a Lack of Substantive Engagement

Defendants' repeated reliance on procedural technicalities, coupled with the use of dismissive and harassing language, constitutes a clear abuse of the litigation process. Their filings focus on

discrediting Plaintiff rather than addressing the substantive claims presented, a pattern that undermines the principles of fairness and respect that govern Arizona's judicial system.

1. **Procedural Abuse**: Defendants consistently prioritize procedural objections over engaging with Plaintiff's substantive claims, such as allegations of harassment, retaliatory conduct, and due process violations. This approach obstructs Plaintiff's right to a fair and substantive hearing, violating the Arizona Rules of Civil Procedure's emphasis on justice and efficiency in litigation. Their actions are designed to delay proceedings and intimidate Plaintiff into abandoning her legitimate grievances.
2. **Dismissive and Harassing Language**: Defendants' filings are riddled with inflammatory and dismissive terms, such as "frivolous," "ludicrous," and "ridiculous," which violate the Arizona State Bar's Rules of Professional Conduct. Specifically:
    - **ER 3.1** requires attorneys to refrain from frivolous claims or defenses.
    - **ER 4.4** prohibits actions designed to embarrass, delay, or burden opposing parties.
    - **ER 8.4(d)** prohibits conduct prejudicial to the administration of justice. The Defendants' choice of language serves no legal purpose and undermines the integrity of the proceedings, creating a hostile and intimidating environment for Plaintiff as a self-represented litigant.

XIII. Defendants' Improper Use of Sanctions as a Tool for Intimidation

Defendants' repeated requests for sanctions lack substantive merit and are intended to intimidate Plaintiff rather than address genuine misconduct. Under Rule 11 of the Arizona Rules of Civil Procedure, sanctions are reserved for filings made in bad faith or without factual or legal support. Plaintiff's motions, however, are good-faith efforts to address dismissive language, procedural fairness, and substantive concerns. In contrast:

- Defendants fail to provide specific evidence of bad faith by Plaintiff.
- Their requests for sanctions, instead of addressing substantive issues, serve as a retaliatory tactic to burden and silence Plaintiff.

XIV. Violations of Arizona Standards of Professional Conduct

Defendants' counsel's repeated use of unprofessional language and procedural tactics directly contradicts the standards expected of attorneys under the Arizona Rules of Professional Conduct. These violations include:

- Disparaging Plaintiff's competence and intent without basis.
- Using prejudicial language to discredit Plaintiff's filings rather than engaging with the issues raised.
- Failing to uphold civility and respect required in legal proceedings.

XV. Plaintiff's Motion: Defendants' Procedural Abuse, Misuse of Legal Standards, and Lack of Professionalism

1. Defendants' Reliance on Procedural Technicalities and Misuse of Rule 7.1(f)

Defendants argue that Plaintiff's motion fails to demonstrate how it is "expressly authorized by statute or other rule" or how any part of Defendants' filing is "prohibited or not authorized by a specific statute, rule, or court order," as required under Rule 7.1(f), Arizona Rules of Civil Procedure. Specifically, Defendants state:

"Plaintiff, in her Motion, does not state how her Motion 'is expressly authorized by statute or other rule.' Plaintiff does not provide any cognizable legal argument as to how 'any part of a filing or submission (by the Defendant) is prohibited, or not authorized, by a specific statute, rule, or court order' as is required by Rule 7.1(f), Arizona Rules of Civil Procedure."

This argument is emblematic of Defendants' strategy throughout these proceedings: to shield dismissive and harassing language behind procedural technicalities rather than addressing the substantive issues. Defendants' reliance on Rule 7.1(f) ignores that Plaintiff, acting as a self-represented litigant, has made good-faith efforts to remove prejudicial, dismissive, and irrelevant content from the record to preserve the integrity of these proceedings. The inappropriate language used in Defendants' filings demonstrates a lack of professionalism and respect for both Plaintiff and the judicial process.

Defendants' claim that there is no explicit court order or statute prohibiting their language effectively excuses their misconduct under the guise of legal procedure. This argument demonstrates entitlement and privilege, as they continue to harass Plaintiff by submitting filings that fail to engage substantively with her claims and instead focus on attacking her credibility.

2. Misuse of Court's Minute Entry of August 27, 2024

Defendants repeatedly invoke the Court's Minute Entry of August 27, 2024, in which the Court discouraged the overuse of motions to strike, stating:

"[A] motion to strike may be filed only if it is expressly authorized by statute or other rule, or if it seeks to strike any part of a filing or submission on the ground that it is prohibited, or not authorized, by a specific statute, rule, or court order."

While Defendants use this language to argue against Plaintiff's motions, they fail to acknowledge that their own filings perpetuate procedural abuse by reusing dismissive and inflammatory language in a manner inconsistent with the Court's directives. Their continued reliance on this Minute Entry to justify their abusive tactics further demonstrates their bad faith, as they repeatedly submit motions aimed at discrediting and intimidating Plaintiff rather than addressing her legitimate concerns.

3. Vexatious and Meritless Motions

Under Arizona law, a vexatious litigant is defined as one who abuses the judicial system through repetitive, baseless filings primarily intended to harass or delay proceedings. Similarly, a meritless motion lacks substantive legal or factual support and is filed with the intent to obstruct or burden the opposing party. Defendants' actions in this case—submitting repetitive motions for sanctions and failing to engage substantively with Plaintiff's claims—fit these definitions. Specifically, Defendants state:

"The Plaintiff continues to file baseless Motions to Strike. The Plaintiff will not cease her behavior unless this Court awards the Defendant sanctions against the Plaintiff. As such, pursuant to the Court's Minute Entry dated August 27, 2024, and Rule 11, Arizona Rules of Civil Procedure, the

Defendant asks the Court to award sanctions against the Plaintiff in the amount of the Defendant's attorney's fees and costs to respond to the Plaintiff's inappropriate motions."

This statement exemplifies Defendants' misuse of Rule 11 sanctions as a retaliatory tool rather than addressing the merits of Plaintiff's concerns. Defendants' repeated motions for sanctions, coupled with dismissive language, reflect a pattern of harassment designed to silence Plaintiff and avoid substantive engagement with her claims of harassment, retaliatory behavior, and procedural misconduct.

4. Violations of the Arizona Rules of Professional Conduct

Defendants' counsel's conduct violates multiple provisions of the Arizona Rules of Professional Conduct, including:

- ER 3.1: Requiring attorneys to avoid frivolous filings.
- ER 4.4: Prohibiting conduct intended to harass or burden an opposing party.
- ER 8.4(d): Prohibiting behavior prejudicial to the administration of justice.

Defendants' use of terms such as "frivolous," "ludicrous," and "ridiculous" in their filings exemplifies a lack of professionalism and civility. These terms do not advance legal arguments but instead aim to undermine Plaintiff's credibility and dissuade her from pursuing her legitimate claims. This behavior not only violates ethical standards but also detracts from the respectful discourse required in legal proceedings.

XVI. RESPONSE TO HARASSMENT CLAIMS

A. Documented Harassment

1. Plaintiff has provided evidence of ongoing harassment, including:
    - Unauthorized visits to her property by individuals associated with Defendants.
    - Incidents causing distress to her children, detailed in cease-and-desist correspondence (See Exhibit #3 and Exhibit #4)

2. These actions constitute violations under **A.R.S. § 13-2921**, which prohibits harassment, and the **Fair Housing Act (42 U.S.C. §§ 3601-3619)**, which protects against discriminatory housing practices(Response+to+Rule+60+Mot...).

B. Retaliatory Behavior

Defendants' refusal to engage in good-faith negotiations and their focus on punitive sanctions reflect retaliatory intent rather than a genuine effort to resolve disputes

XVII. Arguments in Opposition

A. Failure to Comply with Filing Standards

Plaintiff has repeatedly highlighted Defendants' failure to adhere to **Arizona Code of Judicial Administration § 1-506**, specifically the mandatory use of the AZTurboCourt system. This failure has not only obstructed procedural transparency but also denied Plaintiff timely notice of filings, directly undermining the fairness and accountability required in judicial proceedings.

Defendants' dismissal of this issue as repetitive ignores the seriousness of their noncompliance and the broader implications for procedural integrity. Plaintiff's citation of ACJA § 1-506 and relevant authorities underscores the importance of compliance with filing standards to ensure equity and transparency in court proceedings.

B. Improper Service of Process

The crux of Defendants' position relies on informal email communications as a substitute for proper service, in direct violation of **Rule 4.1, Arizona Rules of Civil Procedure**. Plaintiff has cited binding case law, such as Kline v. Kline and Riggs v. Riggs, which establishes that proper service is a jurisdictional prerequisite. Defendants' continued reliance on email to imply compliance fails to meet the formal requirements for service, rendering their procedural arguments baseless.

C. Breach of Ethical Obligations

Defendants' selective presentation of evidence and repeated misrepresentations violate **Rule ER 3.3(a)(1)** of the Arizona Rules of Professional Conduct, which mandates truthfulness and completeness in representations to the Court. Counsel's actions, including omitting critical context from Plaintiff's emails to distort the record, constitute a serious breach of ethical standards.

Plaintiff urges the Court to recognize that such conduct erodes trust in the judicial system, undermines the principles of fairness, and warrants judicial scrutiny.

D. Retaliatory and Harassing Behavior

Defendants' continued filing of redundant and frivolous motions, accompanied by requests for sanctions, constitutes a pattern of procedural abuse designed to financially and emotionally burden a self-represented Plaintiff. This pattern not only violates **Rule ER 3.1**, which prohibits filings made solely to harass or cause unnecessary delay, but also represents an improper use of judicial resources.

E. Misuse of the Court's August 27, 2024, Minute Entry

Defendants repeatedly reference the Court's prior admonition to Plaintiff regarding repetitive filings, yet they fail to address their own pattern of procedural misconduct. Defendants' reliance on this minute entry as justification for sanctions is disingenuous, given their own repeated noncompliance with filing standards and ethical obligations.

VI. RELIEF REQUESTED

Plaintiff respectfully requests that this Court:

1. **Vacate the Judgment entered on August 30, 2024**, due to procedural errors, improper service, and Defendants' misconduct, including their bad-faith litigation tactics and constitutional violations.
2. **Deny Defendants' Requests for Attorney Fees, Costs, and Sanctions, given:**
    - Plaintiff's financial hardship and Defendants' unreasonable behavior.

- The lack of substantive merit in Defendants' motions, which are primarily intended to harass and intimidate Plaintiff.

3. **Strike Improper and Irrelevant Filings, including:**
   - Defendants' November 14, 2024, filing and all related responses that contain harassing language, fail to address Plaintiff's claims substantively, or violate Arizona procedural rules.
4. **Issue Sanctions Against Defendants under Rule 11, Arizona Rules of Civil Procedure,** for repeated procedural abuses, bad faith, and violations of ethical and professional standards.
5. **Issue an Injunction Against Harassment to prevent Defendants and their representatives** from engaging in further intimidation or approaching Plaintiff and her family outside of court proceedings.
6. **Grant Default Judgment in Plaintiff's Favor due to:**
   - Defendants' repeated procedural violations and refusal to address substantive issues or negotiate in good faith.
   - The ongoing harm and prejudice caused to Plaintiff by Defendants' conduct.
7. **Reject Any Proposal for a Settlement Conference,** as Defendants have demonstrated an unwillingness to negotiate in good faith and have engaged in harassment and retaliation. (See Exhibit #1, Exhibit #2, and Exhibit #3)
8. **Enforce Compliance with Professional and Procedural Standards,** directing Defendants and their counsel to adhere to the Arizona Rules of Professional Conduct and maintain civility in these proceedings.

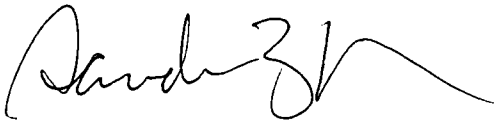
CONCLUSION

Defendants' persistent procedural misconduct, including improper service, non-compliance with filing standards, and repeated misuse of procedural tools, has undermined the integrity of these proceedings and imposed undue burdens on the Plaintiff, a self-represented litigant. Their actions, characterized by harassment, retaliation, and the strategic use of procedural barriers, have not only obstructed the judicial process but have also caused significant financial and emotional distress.

The judgment entered on August 30, 2024, is irreparably tainted by procedural deficiencies and constitutional violations, warranting its immediate vacation. Defendants' continued reliance on improper service methods, redundant filings, and inflammatory rhetoric reflects a deliberate effort to disadvantage the Plaintiff and evade substantive accountability. Moreover, their unreasonable and bad-faith conduct, coupled with a blatant disregard for ethical and procedural obligations, renders their requests for attorney fees, costs, and sanctions both inequitable and unjust.

The Court must act to uphold the principles of fairness and justice by vacating the judgment, denying Defendants' baseless motions, and issuing appropriate sanctions to deter further abuse of the judicial system. Plaintiff respectfully requests that this Court grant the relief outlined, ensuring the integrity of the proceedings and providing a fair opportunity for Plaintiff's claims to be heard and addressed on their merits.

Respectfully submitted this 27th day of November, 2024.



Sandra Rodriguez, Pro Se Plaintiff

EXHIBIT 1

Exhibit #1

Gmail

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Termination of Settlement Offer, Ongoing Harassment, and Documentation of Non-Response

1 message

Sandra Rodriguez <sandra.rodriguez0339@gmail.com> Tue, Nov 26, 2024 at 8:00 AM
To: Anna Schultz <anna6890@yahoo.com>, Brooke Sortor <Brooke@focushoa.com>, Harman Cadis <harman@focushoa.com>
Cc: Augustus Shaw <ashaw@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Dear Gardens Gilbert Community Association President Anna Schultz, Focus HOA Management, LLC, Harmin Cadis, Brooke Sortor, and their legal counsel Augustus H. Shaw IV,

I am writing to formally document your failure to respond to the settlement proposal dated November 20, 2024, which was submitted in good faith to resolve the disputes in Maricopa Superior Court Case Numbers CV2024-013806 and CV2024-005940. This proposal, sent to all named parties via *certified mail*, was intended to provide an equitable resolution to the ongoing disputes without the need for further harm or legal escalation. Despite this, no response or counteroffer has been provided.

Cease and Desist Reference

As previously communicated in the Cease-and-Desist letter sent via certified mail on November 21, 2024, I explicitly requested that all retaliatory and harassing actions against me and my family cease immediately. This letter outlined the ongoing harm caused by discriminatory, retaliatory, and obstructive conduct. Your failure to acknowledge or adhere to that request has perpetuated harm and further substantiates claims of willful misconduct and bad faith.

Termination Justification

Due to the continued harassment of my home and family, coupled with the lack of any meaningful engagement or good faith efforts on your part, I am formally terminating the settlement offer as of November 26, 2024. This decision is a direct response to:

1. **Your failure to engage in good faith negotiations** despite multiple efforts to seek resolution.
2. **The ongoing and escalating harm** to me and my children, including harassment that remains unaddressed despite the explicit request in the Cease-and-Desist letter.

This termination is not arbitrary or retaliatory. It reflects the necessity to protect my family from further harm and to pursue alternative remedies to ensure justice, accountability, and compliance with applicable laws.

Demonstrating Good Faith

Throughout this process, I have acted in good faith to seek an equitable resolution while protecting the rights of my family and others in the community. My actions have been motivated solely by a desire to ensure safety, transparency, and adherence to legal standards. Any references to pursuing further remedies should not be construed as coercive or retaliatory but rather as a lawful and necessary response to the ongoing harm caused by your conduct.

Accountability Through Lawful Remedies

In light of the termination of this settlement offer, I will proceed with the following actions:

1. **Litigation**:
   I will continue to pursue all available legal remedies, including escalation to higher courts, to address the ongoing harm and hold all parties accountable.
2. **Regulatory Oversight**:
   I will submit formal complaints to relevant oversight bodies, including, but not limited to:

Exhibit # 1

- The **Arizona Attorney General's Office**,
- The **U.S. Department of Housing and Urban Development (HUD)**, and
- The **State Bar of Arizona** (concerning unethical conduct by legal counsel).

These steps are necessary to ensure compliance with fiduciary duties, anti-discrimination statutes, and ethical standards.

Good Faith Intentions and Ethical Action

To avoid any misinterpretation, I emphasize that my actions are motivated by lawful and ethical intentions. This letter, along with supporting documentation of certified delivery and your non-response, will serve to demonstrate my diligence, good faith efforts, and lawful advocacy in seeking resolution. My primary goal remains to protect my rights, my children's well-being, and the rights of others in our community from systemic harm, harassment, and discriminatory practices.

Conclusion

The termination of this settlement offer is a direct result of your ongoing refusal to engage in meaningful resolution efforts and the persistent harm inflicted upon me and my family. These matters will continue to be addressed through the appropriate legal channels, as they necessitate further judicial and regulatory intervention to resolve the systemic issues at hand. A copy of this correspondence will also be submitted to the court as part of the ongoing documentation of your actions.

Sincerely,

Sandra Rodriguez

On Wed, Nov 20, 2024 at 3:20 PM Sandra Rodriguez <sandra.rodriguez0339@gmail.com> wrote:

Date: November 20, 2024

From:
Sandra Rodriguez
4375 E. Betsy Lane

Gilbert, Arizona 85296

To:
Focus HOA Management, LLC
Owner: Harmin Cadis
Representative: Brooke Sortor
Gardens Gilbert Community Association
Board of Directors President: Anna Schultz
c/o Augustus H. Shaw IV, Esq.

Subject: Request to Revisit and Engage in Good Faith Settlement Negotiations

Dear Focus HOA Management, LLC, Harmin Cadis, Brooke Sortor, and Gardens Gilbert Community Association President Anna Schultz,

This letter is a *good faith effort* to resolve the ongoing disputes under Maricopa Superior Court Case Numbers CV2024-013806 and CV2024-005940. Despite repeated attempts to seek resolution, the

damages and grievances outlined remain unresolved. The ongoing discriminatory, retaliatory, and harassing conduct by Focus HOA Management, GGCA, and its representatives—including your attorney, Augustus H. Shaw IV—has further escalated the harm caused to me and my family.

This conduct—including misuse of legal processes, frivolous filings, baseless cease-and-desist letters, public defamation, obstruction of justice, and violations of my due process, civil, and constitutional rights—violates both state and federal laws. These actions fall outside any protected immunity and represent a clear pattern of willful misconduct and bad faith. Mr. Shaw's aggressive tactics have prioritized harassment over resolution, unnecessarily escalating this dispute, inflicting significant emotional distress and financial burdens, and perpetuating a discriminatory and hostile legal and living environment.

Please note that any settlement offer must be provided in writing. Verbal offers will not be accepted under any circumstances. This ensures clarity, accountability, and legal enforceability for all parties involved. Furthermore, this communication, as with all prior settlement offers, is submitted solely for settlement purposes and does not constitute an admission of any liability or wrongdoing by the undersigned.

Additionally, if a fair and mutually agreed-upon settlement offer is not reached, I will have no choice but to proceed to higher courts like the Supreme Court, including reporting the systemic corruption within the HOA governance and the unethical actions of the legal counsel representing you. These actions are necessary to ensure accountability and transparency for all parties involved.

This settlement proposal reflects the total harm caused and seeks resolution for **both cases** to avoid further legal escalation.

PROPOSAL SETTLEMENT TERMS

1. Total Compensation

The combined compensation sought to resolve **both cases** is **$4,750,000**, which includes:

- **Emotional and Financial Distress**: $800,000
- **Property and Housing Losses**: $700,000
- **Punitive Damages**: $2,500,000
  - Reflecting egregious breaches of fiduciary duty, intentional harassment, violations of Fair Housing rights, and systemic bad-faith actions, including those by legal counsel.
- **Legal Fees and Costs**: $350,000
  - Reflects compensation for the extensive time, resources, and out-of-pocket expenses I have incurred as a self-represented litigant due to the unnecessary escalation and bad-faith tactics employed by the defendants' representatives.

- **Future Medical and Relocation Costs**: $200,000
  - Reflects compensation for anticipated medical expenses resulting from the emotional distress and physical impact caused by the defendants' discriminatory and retaliatory actions, as well as costs associated with relocating to secure a safe and non-hostile living environment.
- **Reputation and Career Damage**: $150,000
- **Security and Safety Costs**: $50,000

2. Immediate Non-Monetary Relief

- **Removal of Improper Liens and Judgments**:
  - Immediate rescission of all liens, assessments, and additional charges imposed on my property, along with vacating the wrongful judgments entered in both cases Case Numbers. CV2024-013806 and CV2024-005940. These judgments represent discriminatory, retaliatory, and unethical actions that fall outside the protections of HOA immunity.
- **Restoration of Access**:
  - Full and unrestricted access to HOA resources, including the community portal, communication channels, and participation in governance without discrimination.
- **Prohibition of Retaliatory Actions**:
  - Cease all retaliatory and discriminatory actions, including targeting my family with improper legal filings, liens, sanctions, and/or additional costs.

3. Leadership and Governance Reforms

- **Resignation of Anna Schultz**:
  - Immediate resignation of Anna Schultz as president of the Gardens Gilbert Community Association Board of Directors.
- **2024 Re-Election of GGCA Board Members**:
  - A new election for the GGCA Board of Directors to be held immediately, with all positions open to ensure fairness and compliance with governance standards.
  - The new board election must exclude:
    - Current board members.
    - Individuals with any conflict of interest, including business partnerships, familial relationships, or friendships with current GGCA Board of Directors, Focus HOA, or its representatives.

- The election must be conducted by an **independent third-party agency** to guarantee compliance, equity, and transparency in governance.

4. Personal Liability

The actions of Harmin Cadis, Brooke Sortor, Anna Schultz, and Augustus H. Shaw IV fall outside any immunity clause, as they constitute willful misconduct, bad faith, and violations of both state and federal law. Personal liability for these actions includes:

- **Discriminatory and Retaliatory Conduct**:
  - Violations of the **Fair Housing Act (42 U.S.C. §§ 3601-3619)**, targeting my familial status and lawful advocacy rights.
- **Defamation and Harassment**:
  - Public statements and legal tactics designed to damage my reputation and intimidate me.
- **Litigation Abuse and Extortion**:
  - Mr. Shaw's actions, including his deliberate misuse of legal processes through frivolous motions, baseless cease-and-desist letters, and aggressive procedural tactics, represent a clear pattern of litigation abuse and extortion. His approach has prioritized intimidation and harassment over resolution, escalating the dispute unnecessarily and fostering a discriminatory, retaliatory, and hostile environment. By representing the all of you (Defendants) at all costs, regardless of the ethical implications, Mr. Shaw has weaponized the legal system to silence and financially exhaust me. These actions not only violate professional ethical standards but also highlight an intentional effort to undermine justice and perpetuate the harm caused by his client's misconduct.

5. Governance Oversight and Transparency

- **Waiver of HOA Fees**: Waive all HOA fees for 24 months as restitution for financial harm and unequal treatment.
- **Independent Oversight**:
  - Appointment of a neutral third-party governance expert to audit and recommend reforms, ensuring compliance with fiduciary duties, state laws, and anti-discrimination regulations.
  - Require all HOA board members and property management staff to complete governance and anti-discrimination training.
- **Financial Transparency**:
  - Require the HOA to publicly disclose its financial records, including a detailed account of attorney fees incurred during this litigation, to ensure accountability to the community.
  - Provide a complete and accurate copy of the HOA's financial records for the past two

years, including a comprehensive breakdown of all assessments, expenditures, discretionary charges, and allocations of funds.

- This documentation is essential to establish transparency, proper financial governance, and compliance with fiduciary obligations. This request directly aligns with my original inquiry submitted via email prior to the initiation of this litigation, which remains unfulfilled.

6. Ethical Accountability

- **Independent Ethical Review:**
  - Initiate an independent review of Mr. Shaw's legal tactics by the Arizona State Bar or another oversight body, citing his role in exacerbating the dispute through litigation abuse and extortion.
  - This review must be conducted at the defendants' expense.
- **Prohibition on Future Representation by Mr. Shaw:**
  - Sever the HOA's professional relationship with Mr. Shaw to prevent further litigation abuse and unethical practices.

7. Remedies for Delays and Non-Compliance

- **Delay Damages:** Seeking additional financial compensation for the delays caused by frivolous filings and unnecessary legal maneuvers.
- **Penalties for Failure to Comply:** If settlement terms are not honored within 30 days, additional damages and legal actions will be pursued.

LEGAL BASIS FOR CLAIMS

This proposal incorporates claims under:

1. **Fair Housing Act (42 U.S.C. §§ 3601-3619)**:
   - Discrimination based on familial status and retaliation for exercising legal rights.
2. **Arizona Revised Statutes (A.R.S. §§ 33-1804, 33-420)**:
   - Improper lien practices and violations of fiduciary duties by HOA representatives.
3. **Intentional Misconduct and Harassment**:
   - Actions by Augustus H. Shaw IV and other representatives fall outside protected roles and are actionable as willful misconduct.

Importance of Response

I request a formal, written response to this settlement offer no later than *8:00 AM, Wednesday, November 27, 2024*. Failure to respond or provide a meaningful counteroffer will be interpreted as a refusal to engage in good faith negotiations.

Exhibit #1

In the event of non-response or continued bad-faith actions, I will:

1. **Appeals and Escalation**:
   - File additional appeals to higher courts, including escalating these cases to the Supreme Court, if necessary.
2. **Enhanced Damages**:
   - Seek additional damages for continued bad-faith actions, including those stemming from the escalation tactics employed by Mr. Shaw.
3. **Public and Regulatory Reporting**:
   - Report the systemic harassment, discrimination, and retaliatory practices by Focus HOA, GGCA, and Augustus H. Shaw IV to the U.S. Department of Housing and Urban Development (HUD), the Arizona Attorney General's Office, and other relevant regulatory agencies.
   - Highlight these violations as part of broader systemic issues within HOA governance and legal representation.
   - Publicly expose these unethical practices to ensure transparency, accountability, and protection for other homeowners who may face similar harm.
4. **Expose Corruption**: Publicly expose these practices to hold all parties accountable and protect others from similar harm.

CONCLUSION

This settlement offer represents a fair and reasonable opportunity to resolve these matters without further harm to all parties involved. The terms outlined address the financial, emotional, and reputational damage caused by the defendants' actions while emphasizing accountability and governance reforms.

This communication, like all prior settlement offers, is submitted in good faith and without prejudice under **Federal Rule of Evidence 408** and **Arizona Rule of Evidence 408**, ensuring it cannot be used as evidence in court proceedings to establish liability. Additionally, a copy of this letter will be mailed to you for your records and reference.

Sincerely,

Sandra Rodriguez

EXHIBIT 2

EXHIBIT #2

Gmail

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Follow Up: Cease and Desist Harassment, Discrimination, and Trespassing (2nd Attempt)

1 message

Sandra Rodriguez <sandra.rodriguez0339@gmail.com> Tue, Nov 26, 2024 at 7:24 AM
To: Anna Schultz <anna6890@yahoo.com>, Brooke Sortor <Brooke@focushoa.com>, Harman Cadis <harman@focushoa.com>
Cc: Augustus Shaw <ashaw@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Subject: Follow-Up to Cease and Desist: Continued Harassment

Dear Gardens Gilbert Community Association (GGCA), Focus HOA Management, LLC (Focus HOA), Anna Schultz, Harmin Cadis, Brooke Sortor, and Augustus H. Shaw IV,

This email serves as a formal follow-up to the Cease and Desist communication sent to all of you via certified mail. Despite these good faith attempts to address this matter and request the cessation of harassment, your collective refusal to respond or cooperate has only continued to escalate the situation.

It is deeply concerning that, rather than addressing the issue, the harassment has continued unabated. Specifically, on multiple occasions—including, but not limited to: Saturday, November 23, and the evening of Monday, November 25, 2024—an individual, acting under your direction or with your consent, has come to my home to engage in intimidating and disruptive behavior. This includes aggressively banging on my door and repeatedly driving around my property in a manner that feels invasive and threatening. Such actions, particularly in close proximity to my home and children, are not only inappropriate but unacceptable. These actions have caused significant distress to me and have also frightened my children, who are entitled to feel safe in their home.

I must emphasize the profound impact this harassment has had on my children and me as a single mother. Courts often take the safety and well-being of minors into account when addressing harassment claims, and it is clear that your actions are directly compromising the security and peace of my family.

Despite my clear requests to refrain from sending representatives or affiliates to my property, you have failed to respect these boundaries. This continued harassment is unacceptable and constitutes a blatant disregard for my rights and my family's well-being and safety.

I would like to reiterate that this correspondence will be documented and made publicly accessible to the court. At this time, I do not anticipate or require a response to this email, as it serves solely to provide further evidence of your ongoing actions and my consistent attempts to address them in good faith.

Sincerely,

Sandra Rodriguez

On Thu, Nov 21, 2024, 3:28 PM Sandra Rodriguez <sandra.rodriguez0339@gmail.com> wrote:

Sandra Rodriguez
4375 E. Betsy Lane
Gilbert, Arizona 85296
sandra.rodriguez0339@gmail.com

November 21, 2024

To:
Gardens Gilbert Community Association (GGCA), Focus HOA Management,LLC (Focus HOA), Anna Schultz, Harmin Cadis, and Brooke Sortor
Attention: Augustus H. Shaw IV

EXHIBIT #2

Subject: Cease and Desist Harassment, Discrimination, and Trespassing

Dear Mr. Shaw and Representatives of GGCA and Focus HOA,

I am writing to formally demand the immediate cessation of all unauthorized visits to my property by individuals associated with your organizations and/or personal persons. These unannounced and unwarranted visits have caused significant distress to my family, particularly my children, and constitute harassment, discrimination, and trespassing under applicable laws.

Harassment and Discrimination:

Under Arizona Revised Statutes § 13-2921, harassment is defined as conduct directed at a specific person that would cause a reasonable person to be seriously alarmed, annoyed, or harassed, and the conduct in fact seriously alarms, annoys, or harasses the person. The repeated, unsolicited visits to my home meet this definition and must cease immediately.

Trespassing:

Arizona law defines criminal trespass in the third degree as knowingly entering or remaining unlawfully on any real property after a reasonable request to leave by the owner or any other person having lawful control over such property, or reasonable notice prohibiting entry. My property is clearly marked with "No Trespassing" signs, and any continued unauthorized entry will be documented and reported to law enforcement.

Legal Precedents:

The Arizona Court of Appeals has upheld the rights of property owners to be free from unauthorized intrusions. In State v. Barr, 183 Ariz. 434 (1995), the court affirmed that entering or remaining on property without permission constitutes trespassing.

Federal and Local Regulations:

The Fair Housing Act prohibits discrimination in housing-related activities. Any actions that could be construed as discriminatory or harassing based on protected characteristics are in violation of federal law. Additionally, Maricopa County ordinances protect residents from harassment and ensure the peaceful enjoyment of their homes.

Demand:

I demand that GGCA, Focus HOA, and all associated parties immediately cease and desist from:

1. Sending any individuals to my property without prior consent.

2. Engaging in any form of harassment or discriminatory practices against me or my family.

3. Trespassing on my property in violation of posted notices and state law.

Failure to comply with this demand will result in escalated legal action, including but not limited to filing complaints with local law enforcement, seeking protective orders, and continued civil litigation for damages resulting from harassment, discrimination, and trespassing.

Please provide written confirmation within five (5) business days that these actions will cease immediately. *A copy of this email will also be sent to you via Certified U.S. Mail.*

Sincerely,

Sandra Rodriguez

EXHIBIT #2

EXHIBIT 3

EXHIBIT #3

Gmail

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Documented Refusal to Negotiate Settlement and Pending Appeal – Case No. CV2024-013806

1 message

Sandra Rodriguez <sandra.rodriguez0339@gmail.com> Wed, Oct 2, 2024 at 6:46 PM
Draft To: Augustus Shaw <ashaw@shawlines.com>
Cc: Harman Cadis <harman@focushoa.com>, Brooke Sortor <Brooke@focushoa.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

DATE: Wednesday, October 2, 2024

Dear Augustus Shaw IV, Focus HOA, LLC Harmin Cadis, and Brooke Sortor,

I am writing to formally document your collective refusal to engage in any meaningful settlement negotiations regarding the matters at issue in **Case No. CV2024-013806**, despite my repeated good faith efforts to resolve this dispute outside of court. As the Plaintiff/Appellant, I have made numerous attempts to initiate open dialogue in order to avoid prolonged litigation and reach a fair settlement.

Settlement Attempts

On *September 25, 2024*, I initially contacted you via email to request an opportunity to discuss a fair resolution of the ongoing dispute. I followed up with additional communications on *September 30, 2024*, including both email and certified mail, but received no response. Your consistent lack of communication and refusal to engage in discussions leaves me with no option but to continue pursuing legal remedies through the court system.

Compliance with Legal Requirements

On ***September 30, 2024***, I mailed the following documents to each of you via certified mail, in full compliance with the procedural requirements outlined in the Arizona Rules of Civil Procedure:

1. **Notice of Appeals**
2. **Affidavit of Inability to Post Bond Pending Appeal (Civil)**
3. **Motion to Seal**
4. **Designation of Record on Appeal**

These documents were properly filed, and I have adhered to all legal obligations in keeping you informed of the developments in this case. Additionally, a **Motion to Stay** the judgment was filed to seek temporary suspension of enforcement while the appeal is pending, ensuring fairness during the appellate process.

Legal Grounds for Appeal

- **Denial of Due Process:** The judge dismissed my case as frivolous, misapplied legal doctrines, and imposed excessive attorney fees without considering my financial hardship, violating my due process rights.
- **Racial Discrimination:** As a Latina, I allege the judge treated me unfairly as a self-represented litigant, unlike wealthier, represented parties, violating my rights under the Equal Protection Clause.
- **Improper Application of Res Judicata:** The judge wrongly applied res judicata to dismiss my case, even though the claims were new and had not been previously decided, denying me a fair trial.
- **Procedural Bias:** The judge showed bias against me as a pro se litigant, failing to treat me fairly as required by law.
- **Financial Discrimination:** The court imposed attorney fees without considering my financial situation, showing bias against my economic status.
- **Housing Discrimination and Retaliation:** The Defendants threatened to place a lien on my home, violating the Fair Housing Act through discriminatory and retaliatory actions.

These legal issues form the foundation of my appeal, which seeks a reversal of the judgment.

EXHIBIT #3

Arizona Rules of Civil Procedure

In accordance with *Arizona Rule of Civil Procedure 62(d), the Motion to Stay* was filed to prevent enforcement of the judgment while the appeal is reviewed by the court. This rule permits the temporary suspension of proceedings during the appellate process. Furthermore, under *Arizona Rule of Civil Procedure 80(c)*, your failure to respond to repeated requests for settlement will be noted in the court record, further supporting my position in the appeal.

Conclusion

Your continued refusal to engage in any form of negotiation prior to the appeal has unnecessarily prolonged this legal dispute. This letter serves as formal documentation of your unwillingness to resolve these issues in good faith. As I proceed with the appellate process, I remain fully committed to complying with all legal and procedural obligations. I once again encourage you to reconsider your position and work toward an amicable resolution outside of court.

Sincerely,
Sandra Rodriguez
Pro Se
Plaintiff/Appellant

A COPY OF THIS LETTER WAS ALSO MAILED VIA FIRST CLASS MAIL

On Wed, Sep 25, 2024 at 7:11 PM Sandra Rodriguez <sandra.rodriguez0339@gmail.com> wrote:

Dated: September 25, 2024

ATTN:
FOCUS HOA, Harmin Cadis, and Brooke Sortor as "Defendants"
4135 S. Power Road, Suite 133
Mesa, Arizona 85212

CC:
Shaw & Lines, LLC
Attn: **Augustus H. Shaw IV**
4523 E. Broadway Road
Phoenix, Arizona 85040

Subject: Good Faith Settlement Offer (Final) – Case No. CV2024-013806

Dear **Focus HOA**, **Brooke Sortor**, **Harmin Cadis**, and **Legal Counsel Augustus Shaw IV**,

This letter serves as my final good faith settlement offer in Case No. CV2024-013806, seeking to resolve the personal liability claims against Harmin Cadis, Brooke Sortor, and Focus HOA. These claims stem from discriminatory, fraudulent, and retaliatory actions specifically targeted at me based on my protected class status—including, but not limited to, my race, socioeconomic status, familial status, and self-representation—in direct violation of federal, Arizona, and Maricopa County laws.

This settlement offer, addresses only the personal liability of Focus HOA, Harmin Cadis, and Brooke Sortor in Case No. CV2024-013806, and does not impact the liability of other parties involved in the broader civil case against Gardens Gilbert Community Association et. al., (Case No. CV2024-005940). Importantly, this offer does not absolve or exempt Brooke Sortor from her personal liability in the separate case against Gardens Gilbert Community Association, where her role and responsibility remain fully intact.

EXHIBIT #3

This offer is independent and is limited to the resolution of the personal liability claims in this matter. If a fair and ethical settlement is not reached, I will be prepared to move forward with the appeals process and pursue all legal remedies available to me. Failure to respond or a refusal to engage in good faith negotiations will be regarded as bad faith and an unwillingness to resolve the matter outside of the appeals court.

Please note, this settlement offer is made without prejudice and does not constitute an admission of liability on my part. Pursuant to Arizona Rule of Evidence 408, this settlement offer is protected from being used as evidence to establish liability in court.

Additionally, this offer addresses the unethical, aggressive, and abusive legal tactics employed by Augustus Shaw IV, whose conduct has further violated my constitutional rights under both the First Amendment and Fourteenth Amendment, exacerbating the harm caused by the defendants.

*Please note that this is the **first attempt at negotiation**, as the defendants have never attempted to settle the matter, whether prior to or during the civil proceedings. My efforts in submitting this settlement offer are made in **good faith**, with the aim of resolving the claims without further legal escalation.*

KEY CLAIMS

1. **Discrimination and Retaliation**
   I have been subjected to racial and socioeconomic discrimination, along with retaliatory actions such as threats of liens and legal harassment, after asserting my rights. These actions violate the **Fair Housing Act (FHA)** and other federal protections, resulting in significant emotional and financial distress.

2. **Housing and Property Mismanagement**
   The deliberate mismanagement of the HOA, along with the misrepresentation of my property's and the community's condition, has caused substantial property devaluation. This mismanagement violates FHA guidelines and has compromised both the safety and value of my home.

3. **Emotional and Financial Harm**
   The ongoing harassment, legal pressure, and threats have caused severe emotional distress for my family and me. Additionally, I have suffered financially due to unnecessary legal costs, loss of work, and the negative impact on my health and well-being.

BREAKDOWN OF DAMAGES (SIMPLIFIED)

I am seeking compensation in the following areas:

- **Emotional and Financial Distress: $700,000**

  This includes emotional trauma, mental anguish, financial burdens, and health harm caused by the defendants' discriminatory and retaliatory actions, including legal harassment and the loss of work and time.

- **Property and Housing Losses: $580,500**

This covers property devaluation, HOA mismanagement, and damages to my children's health and emotional well-being, as well as the necessary repairs and future maintenance costs due to negligence.

- **Punitive Damages: $850,000**

  Punitive damages are warranted for the defendants' fraudulent activities, deliberate concealment, and egregious misconduct. This amount is designed to deter future violations and hold Focus HOA, Brooke Sortor, and Harmin Cadis personally accountable for their actions.

- **Legal Fees and Costs: $225,511**

  Compensation for legal fees related to misrepresentation or negligence, costs incurred from self-representation, and investigation into fraudulent practices.

- **Future Medical and Relocation Costs: $185,000**

  Estimated future medical expenses for my family and me, as well as relocation costs due to hostile living conditions created by the defendants.

- **Reputation and Career Damage: $100,000**

  Compensation for damages to my career prospects and community reputational harm caused by the defendants' actions and misrepresentation.

- **Security and Safety Costs: $20,000**

  Costs related to security and safety measures necessary due to fears of retaliation by the defendants.

- **Additional Damages Due to Unethical Legal Tactics: $420,200**

  Compensation for the emotional and financial burden caused by the unethical and abusive legal tactics employed by Focus HOA and their attorney, Augustus Shaw IV, including legal delays, conflicts of interest, and emotional distress.

- **Compensation for Wrongful Judgment: $100,000**

  I seek compensation of $100,000 for the retaliatory judgment wrongfully imposed upon me, which has caused significant damage to my personal and financial standing. This includes the removal of the judgment, as well as reimbursement for all costs incurred as a result of this unjust action, including those that have negatively impacted my financial situation and creditworthiness.

TOTAL AMOUNT REQUESTED: $3,181,211

ADDITIONAL ITEMS REQUIRED FOR SETTLEMENT

1. **Prohibition of Future Legal Claims**

   Focus HOA, **Brooke Sortor**, and **Harmin Cadis** agree not to file any further legal claims against me related to this matter, including claims tied to my race, socioeconomic status, or any actions taken during the legal dispute.

2. **Non-Retaliation Clause**

   Focus HOA, **Brooke Sortor**, and **Harmin Cadis** agree to include a non-retaliation clause, explicitly prohibiting any future actions that could be construed as retaliation against me, my family, or any member of my household based on protected class status. This clause will ensure

that no discriminatory, harassing, or retaliatory behaviors are taken now or in the future, safeguarding our rights and providing accountability for any violations.

3. **Appointment of a Third-Party Mediator or Ombudsman**
The Defendants shall appoint, at their own expense, a neutral third-party mediator to oversee and resolve any future disputes between myself and the Defendants, ensuring that unnecessary litigation is avoided as a result of this case.

4. **Reimbursement of Future Legal Fees**
Focus HOA, **Brooke Sortor**, and **Harmin Cadis** will reimburse any future legal fees and additional costs I may incur for a period of **3-5 years**, should similar legal disputes or enforcement issues arise.

5. **Additional HOA Fee Waiver**
Focus HOA will provide an additional **18-24 months** of HOA fee waiver, beyond the previously requested 18 months, to compensate for ongoing harm and legal costs (Estimate: **$4,800**); Lien removal attempts dissolved

6. **Clear HOA Balance and Dissolution of Lien Attempts:** Focus HOA will fully settle and clear any remaining balance on my account, including all outstanding HOA fees, penalties, or associated costs. Furthermore, any existing or pending lien attempts on my property must be immediately dissolved and permanently removed. This includes rescinding all legal filings, notices, or claims related to liens, ensuring that my property title remains entirely free from any encumbrances connected to this matter.

6. **Rescind Judgment**
Focus HOA, **Brooke Sortor**, and **Harmin Cadis** will agree to rescind the judgment against me, as it was imposed due to discriminatory and unethical actions. I request compensation of **$100,000** for this wrongful judgment and its impact on my personal and financial standing.

Resolution and Flexibility

I am committed to resolving this matter in good faith and am willing to negotiate specific amounts, particularly regarding punitive damages and emotional distress claims. I believe this offer represents a serious and fair attempt to settle this dispute without further legal proceedings. Should we fail to reach an agreement, I am prepared to pursue all available legal remedies, including an increase in the amount sought during litigation.

All Negotiations in Writing

Please note that **all negotiations regarding this settlement must be conducted in writing** to ensure clarity and transparency. Verbal negotiations or informal discussions will not be considered part of the settlement process, nor will they be admissible in any future proceedings.

Self-Representation Disclosures

As a self-represented litigant, I am entitled to fair treatment under the law. I request that all parties

involved in this settlement, including attorneys, refrain from taking advantage of my self-represented status by engaging in any tactics that could delay, confuse, or complicate the settlement process unnecessarily. Any attempt to take undue advantage of my lack of formal legal representation will be considered bad faith and reported to the court.

I expect all parties to engage in transparent and forthright communication. All settlement-related discussions must be conducted in writing to ensure there is a clear and indisputable record of negotiations. Verbal discussions or informal attempts at negotiation will not be considered binding, nor will they be admissible in any future legal proceedings.

Furthermore, I reserve the right to consult legal professionals at any time throughout this process to ensure my rights are protected and to safeguard the integrity of this settlement negotiation.

Acknowledgment of My Rights

As per **Rule 8.4** of the **Arizona Rules of Professional Conduct**, all attorneys involved are expected to act with fairness, truthfulness, and transparency. Any violation of these principles, including exploiting my pro se status, will result in further legal action. I expect full compliance with these ethical guidelines throughout this settlement process.

In addition, **Rule 42** of the **Arizona Rules of Civil Procedure** emphasizes that the court must provide fair treatment to self-represented litigants, ensuring that my lack of legal counsel will not be held against me during these proceedings.

Reservation of Rights

I reserve the right to pursue additional legal remedies if at any point I believe that my rights as a self-represented litigant have been compromised during this settlement process. This includes reporting unethical behavior or misconduct to the appropriate legal authorities or court.

Non-Interference Clause

To further protect my rights as a pro se litigant, I request the inclusion of a non-interference clause. This clause will prohibit any party involved from interfering with my access to the courts, my ability to file future claims if necessary, or my right to represent myself in any future proceedings.

CONCLUSION

I respectfully request that you provide a formal response to this settlement offer no later than **8 AM on Wednesday, October 2nd, 2024**. Failure to respond or engage in meaningful negotiations by this deadline will leave me with no choice but to initiate immediate legal action to protect my rights. This offer is both fair and reasonable, considering the gravity of the claims I have outlined. Should I not receive a substantial counteroffer by 8 AM on Wednesday, October 2nd, 2024, I will be compelled to pursue all available legal remedies. A refusal to engage, or any lack of meaningful response, will be regarded as an act of bad faith, and I will aggressively seek full compensation through continued litigation, including appeals court, and further legal action against Augustus Shaw IV for his unethical

conduct.

In similar civil cases involving discrimination, retaliation, and property mismanagement, **settlements and verdicts** have ranged between **$1.5 million** to **$5 million** depending on the severity and extent of damages. Given the egregious nature of the actions committed by the defendants, I believe my request is both justified and falls within the reasonable range for such claims.

If this matter proceeds to appeals court, the amount sought will increase significantly due to the egregious nature of the acts committed against me and my family. This includes repeated instances of racial discrimination during our time in this community, retaliatory attacks against me throughout the civil process, and the blatant violation of my civil and constitutional rights. These actions have caused lasting harm, and I will pursue full redress for both the personal and legal injustices endured.

Finally, this settlement offer is protected under Federal Rule of Evidence 408 and Arizona Rule of Evidence 408, ensuring that any settlement discussions cannot be used as evidence to prove liability in court. Additionally, all written communications and negotiations related to this settlement offer will be privileged and confidential, ensuring that my rights as a pro se litigant are fully protected.

I strongly encourage you to take this settlement offer seriously and avoid the further cost and burden of litigation.

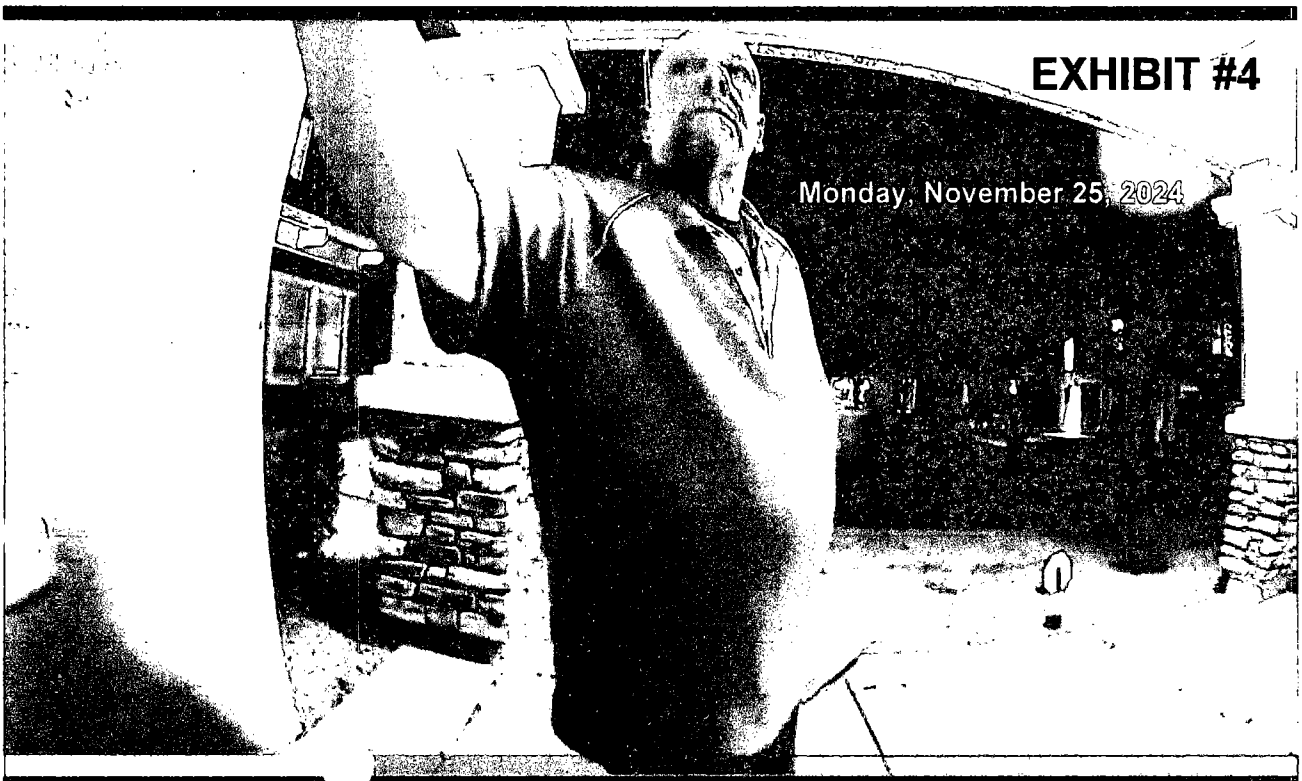
Sincerely,

Sandra Rodriguez

*Please Note: This settlement offer is **valid for one week** and will expire at **8 AM on Wednesday, October 2, 2024**. Please note, this settlement offer email is marked **Confidential**, and its terms are not to be shared or disclosed without my written consent.*

EXHIBIT 4

EXHIBIT #4



Betsy House — Motion

FloodlampGarage — 6:07 PM
Betsy House — Motion

Frontdoor2 — 6:07 PM
Betsy House — Motion

Frontdoor2 — 6:06 PM
Betsy House — Motion

EBetsyRoadrunner — 6:05 PM
Betsy House — Motion

11:39 80%

Clip List

EXHIBIT #4

Edit

Saturday, November 23, 2024

Betsy House Motion

SantiFloodlamp 10:56 AM
Betsy House Motion

FloodlampGarage 10:56 AM
Betsy House Motion

Frontdoor2 10:55 AM
Betsy House Motion

EBetsyLaneRoadrunner 10:08 AM
Betsy House Motion

Local Storage