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Today's Date: August 25, 2025

  
Your Signature

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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: August 25, 2025  
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 August 25, 2025  
Month Date Year (Judicial Officer assigned to your case)

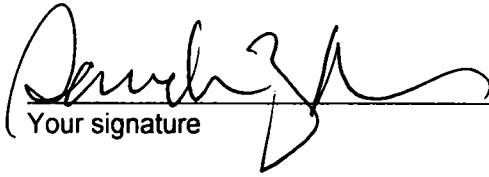
I mailed/delivered a COPY of the attached document(s) on this date:  
August 25, 2025 To: Gardens Gilbert Community Association et al.  
Month Date Year

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

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

  
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IN THE  
SUPERIOR COURT  
STATE OF ARIZONA

**PLAINTIFF'S RESPONSE TO**  
**DEFENDANT'S REQUEST FOR CONSOLIDATION**  
*(Amendment)*

Sandra Rodriguez

v.

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

**Court of Appeals (Division One)**  
**Case No.: 1 CA-CV 24-0790; 1 CA-CV 25-0040 (Consolidated)**  
**Chief Melina Brill, Judge Pro Tempore,**

**Maricopa County Superior Court**  
**Case No.: CV2024-005940**  
**Judge Roderick Coffey,**

**Maricopa County Superior Court**  
**Case No.: CV2024-013806**  
**Judge Melissa Julian,**

Sandra Rodriguez  
Name of Filing Party

  
Signature of Filing Party

August 25, 2025

Date

1 Sandra Rodriguez  
2 4375 E. Betsy Lane  
3 Gilbert, Arizona 85296  
4 **Phone Number:** 602-688-9720  
5 **Email Address:** sandra.rodriguez0339@gmail.com  
6 **Representing:**  Self Represented, without a Lawyer  
7  
8

9 **IN THE SUPERIOR COURT IN THE STATE OF ARIZONA**  
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 SANDRA RODRIGUEZ,  
12 **Appellant (Plaintiff),**

13 vs.

14 GARDENS GILBERT COMMUNITY  
15 ASSOCIATION, FOCUS HOA  
16 MANAGEMENT, LLC, HARMIN CADIS,  
17 BROOKE SORTOR, ANNA SCHULTZ  
18 **Defendants,**

23 AUGUSTUS H. SHAW IV  
24 **Defendant's Legal Counsel,**  
25

**APPEALS COURT (DIVISION ONE) Case No.:** 1 CA-CV 24-0790; 1 CA-CV 25-0040 *(Consolidated)*

**Maricopa County Superior Court**  
**Case No.:** CV2024-005940  
Judge Roderick Coffey,

**Maricopa County Superior Court**  
**Case No.:** CV2024-013806  
Judge Melissa Julian,

19 **PLAINTIFF'S RESPONSE TO**  
20 **DEFENDANT'S REQUEST FOR**  
21 **CONSOLIDATION**  
22 *(Amendment)*

1 **TO THE HONORABLE JUDGE JULIAN AND JUDGE COFFEY:**

2  
3 **I. INTRODUCTION**

4 Sandra Rodriguez (“*Plaintiff*”), appearing pro se, submits this Response to Defendants’  
5 Motion to Consolidate. Plaintiff does not oppose consolidation but emphasizes that Defendants’  
6 motion is duplicative, unnecessary, and frivolous, as the Arizona Court of Appeals, Division One,  
7 already ordered consolidation on August 12, 2025, and directed proceedings consistent with its  
8 ruling. During the Status Hearing on January 24, 2025, Judge Coffey expressly advised defense  
9 counsel, Mr. Shaw, that there was no need to burden this Court with additional motions because  
10 the Court of Appeals would issue its ruling and notify the Maricopa County Superior Court. Judge  
11 Coffey further explained that the Superior Court would provide directions once notice was  
12 received from the appellate court, requiring no action from either Plaintiff or Defendants.

13 **II. PLAINTIFF REQUESTS CONSOLIDATION AS ORDERED BY THE**  
14 **COURT OF APPEALS**

15 The Arizona Court of Appeals, Division One, consolidated the appeals of these cases  
16 under ARCAP 8(g). In its ruling filed on August 12, 2025, the Court stated:

17 *“We consolidated the cases on appeal under ARCAP 8(g). For reasons that follow,*  
18 *we affirm in part, reverse in part, vacate in part, and remand for proceedings*  
19 *consistent with this decision.”*

20  
21 Accordingly, Plaintiff respectfully requests this Court simply align with the appellate  
22 court’s directive and consolidate these cases under the *proper caption and party alignment*:

23 ***Sandra Rodriguez v. Gardens Gilbert Community Association; Focus HOA***  
24 ***Management, LLC; Anna Schultz; Brooke Sortor; and Harmin Cadis.***

25 This is necessary to avoid further procedural confusion and to comply with the Court of  
26 Appeals’ mandate.  
27  
28

1 **III. THESE ARE NOT DUPLICATE LAWSUITS**

2 Defendants mischaracterize these matters as “duplicative.” They are not. Each case  
3 involves **separate claims and distinct duties**:

- 4
- 5 • **Case No. CV2024-005940 (Gardens/Gilbert Case):** Breach of contract and statutory  
6 duties by the nonprofit HOA, including failure to maintain common areas and denial of  
7 records access.
  - 8 • **Case No. CV2024-013806 (Focus Management, LLC, Anna Schultz, Harmin Cadis,  
9 and Brooke Sortor Case):** Personal injury and tort claims—including negligence, gross  
10 negligence, harassment, defamation, and intentional infliction of emotional distress—  
11 against the HOA’s management company and its individual agents.

12 **The Court of Appeals explicitly recognized these distinctions and reinstated Plaintiff’s**  
13 **tort claims:**

14 *“Rodriguez’s complaint included sufficient factual allegations to notify the defendants*  
15 *... of her gross negligence and intentional tort claims. ... Neither their roles as agents*  
16 *nor contractual limitations of liability shield [them] from personal liability for gross*  
17 *negligence or intentional torts.”*

18 Accordingly, Defendants’ continued assertion that these lawsuits are “*word-for-word*  
19 *identical*” is not only inaccurate but deliberately misleading, ignoring the appellate court’s  
20 findings and the clear separation of claims between the nonprofit association and its  
21 management agents.

22 **IV. VIOLATIONS OF CONSTITUTIONAL AND STATUTORY RIGHTS**

23 Defendants in coordination with their legal counsel, Augustus H. Shaw IV litigation  
24 conduct implicates both **federal constitutional rights** and **Arizona statutory protections**.

- 25
- 26 • **Fourteenth Amendment – Due Process & Equal Protection:** By misrepresenting  
27 dismissals as “adjudications with prejudice” and attempting to bar Plaintiff’s claims,  
28

1 Defendants obstruct Plaintiff's **constitutional right of access to the courts**, a  
2 fundamental element of due process. *See Bounds v. Smith*, 430 U.S. 817 (1977).

- 3
- 4 • **Right of Access to Courts (42 U.S.C. § 1983):** Defendants' repeated efforts to mislead  
5 the tribunal amount to obstruction of Plaintiff's constitutional rights and create an  
6 actionable constitutional injury.
  - 7 • **Arizona Nonprofit Corporation Act (A.R.S. § 10-3301 et seq.):** As a nonprofit  
8 corporation, Gardens Gilbert Community Association is statutorily required to act with  
9 transparency, accountability, and compliance with its governing documents. Defendants'  
10 actions to shield the Association and its agents from accountability directly violate these  
11 duties.
  - 12 • **Arizona Planned Communities Act (A.R.S. § 33-1800 et seq.):** Homeowners are  
13 expressly entitled to records access (§ 33-1805) and protection from retaliation when  
14 enforcing CC&R rights. Defendants' continued misuse of litigation not only obstructs  
15 these rights but also compounds the misconduct already identified and corrected by the  
16 Arizona Court of Appeals.

17 In short, Defendants' conduct is not a mere procedural misstep—it strikes at the heart of  
18 Plaintiff's **constitutional access to justice** and violates the statutory framework designed to  
19 protect Arizona homeowners. By continuing to advance arguments already rejected on appeal,  
20 Defendants and their counsel are engaging in **bad-faith litigation conduct**. Such actions are  
21 frivolous, abusive, and sanctionable under **Arizona Rule of Civil Procedure 11**.

## 22 **V. THE COURT OF APPEALS REJECTED DEFENDANTS'**

### 23 **RES JUDICATA DEFENCE**

24  
25 Despite clear appellate rulings, Defendants again invoke res judicata. The Court of  
26 Appeals squarely rejected this defense:

27 *"A dismissal without prejudice ... is not an adjudication on the merits and does not bar*  
28 *a second action under the doctrine of claim preclusion."*



1 with the Court of Appeals confirming they cannot shield themselves from personal  
2 liability through agency or contractual immunity.

- 3 • Clarified that all other dismissals were without prejudice, preserving Plaintiff's ability to  
4 reassert claims for breach of contract, denial of records access, discrimination, retaliation,  
5 and related statutory violations, should she choose to pursue them.
- 6 • Vacated the improper attorney's fee awards entered against Plaintiff.  
7

8 Far from being extinguished, Plaintiff's rights have been vindicated.

### 9 **VIII. CONCLUSION**

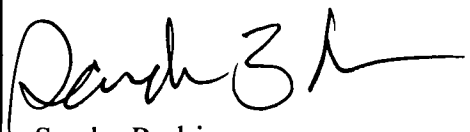
10  
11 For the foregoing reasons, Plaintiff respectfully requests that this Court, before both the  
12 Honorable Judge Coffey and the Honorable Judge Julian:

- 13 1. **Grant consolidation** of Case Nos. CV2024-005940 and CV2024-013806, consistent with  
14 the Arizona Court of Appeals' directive;
- 15 2. Consolidate the matter under the proper party caption:  
16 **Sandra Rodriguez v. Gardens Gilbert Community Association; Focus HOA**  
17 **Management, LLC; Anna Schultz; Brooke Sortor; and Harmin Cadis;**
- 18 3. **Reject Defendants' mischaracterization of these cases as "duplicative"** and their  
19 continued reliance on res judicata; and
- 20 4. **Find that Defendants' and their legal counsel, Shaw conduct infringes upon**  
21 **Plaintiff's constitutional right** of access to the courts under the Fourteenth Amendment,  
22 violates Arizona statutory protections under the Planned Communities Act and Nonprofit  
23 Corporation Act, and constitutes misconduct under Rule 11;
- 24 5. **Impose sanctions** against Defendants and their counsel for filing a motion that is  
25 duplicative, unnecessary, frivolous, and contrary to Judge Coffey's prior instruction,  
26 amounting to abuse of process and an attempt to mislead the Court.  
27

28 Plaintiff has already prevailed at the appellate level on these very issues. Defendants  
continued attempts to reargue matters conclusively decided constitute nothing more than abuse

1 of process. This Court should now bring such tactics to an end by enforcing the appellate ruling,  
2 consolidating the cases under the correct caption, and imposing sanctions to deter further  
3 misconduct and protect the integrity of these proceedings.

4 Respectfully submitted this 25th day of August, 2025.

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7 Sandra Rodriguez

8 **Plaintiff/Appellant**

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1 **IX. CERTIFICATE OF SERVICE**

2 On 25th day of August 2025, I served copies of this **PLAINTIFF'S RESPONSE TO**  
3 **DEFENDANT'S MOTION TO CONSOLIDATE** for on all parties of record via U.S.  
4 *(amendment)*  
5 Mail.

6  
7 **Opposing Party Information**

8 **Appellees:**

- 9       o Gardens Gilbert Community Association  
10       o Focus HOA Management, LLC  
11       o Harmin Cadis  
12       o Brooke Sortor  
13       o Anna Schultz  
14       • **Address:** 4135 E. Power Road, Suite 133, Mesa, Arizona 85212

15 **Appellees' Legal Counsel:**

- 16       • **Name:** Augustus H. Shaw IV  
17       • **Firm:** Shaw & Lines, LLC  
18       • **Address:** 4523 E. Broadway Road, Phoenix, Arizona 85040

19 Respectfully submitted this 25th day of August, 2025.

20  
21 

22 Sandra Rodriguez

23 **Plaintiff/Appellant**

# **EXHIBIT A**

NOTICE: NOT FOR OFFICIAL PUBLICATION.  
UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL  
AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

IN THE  
**ARIZONA COURT OF APPEALS**  
DIVISION ONE

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SANDRA RODRIGUEZ, *Plaintiff/Appellant*,

*v.*

FOCUS HOA MANAGEMENT, LLC, et al., *Defendants/Appellees*.

No. 1 CA-CV 24-0790, 1 CA-CV 25-0040  
(Consolidated)

FILED 08-12-2025

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Appeal from the Superior Court in Maricopa County  
Nos. CV2024-005940 and CV2024-013806  
The Honorable Melissa Iyer Julian, Judge  
The Honorable Roderick Coffey, Judge

**AFFIRMED IN PART, REVERSED IN PART, VACATED IN PART,  
AND REMANDED**

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COUNSEL

Sandra Rodriguez, Gilbert  
*Plaintiff/Appellant*

Shaw & Lines, LLC, Phoenix  
By Augustus H. Shaw, IV  
*Counsel for Defendants/Appellees*

**MEMORANDUM DECISION**

Presiding Judge Kent E. Cattani delivered the decision of the Court, in which Judge Samuel A. Thumma and Judge Angela K. Paton joined.

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**CATTANI**, Judge:

¶1 Sandra Rodriguez appeals from two dismissals of complaints she filed against her community association, its management company, and some of their individual employees for failure to maintain the community according to its governing documents. We consolidated the cases on appeal under ARCAP 8(g). For reasons that follow, we affirm in part, reverse in part, vacate in part, and remand for proceedings consistent with this decision.

**FACTS AND PROCEDURAL BACKGROUND**

¶2 Rodriguez owns a home in the Gardens/Gilbert Community, a residential community in Gilbert. The HOA Gardens/Gilbert Community Association (“Gardens/Gilbert”) governs the housing community according to its declaration of covenants, conditions, and restrictions (“CC&Rs”), and Anna Schultz is a member of the Gardens/Gilbert Board of Directors. Focus HOA Management (“Focus”) is the managing agent for Gardens/Gilbert, and Brooke Sortor and Harmin Cadis are its employees.

**I. The Gardens/Gilbert Case (CV2024-005940).**

¶3 In March 2024, Rodriguez sued defendants Gardens/Gilbert, Focus, Sortor, Cadis, and Schultz and asserted claims for breach of contract and duty, gross negligence, and intentional torts. She also arguably asserted other claims regarding discrimination, failure to maintain and provide access to financial records, and violation of her First Amendment rights. All the defendants except Gardens/Gilbert moved to dismiss Rodriguez’s complaint under Arizona Rule of Civil Procedure (“Rule”) 12(b)(6) for failure to state a claim upon which relief may be granted. They argued Rodriguez’s claims were better directed against Gardens/Gilbert than its employees because as agents they would not be liable for actions taken on behalf of Gardens/Gilbert. In May 2024, the superior court granted the motion and dismissed Rodriguez’s claims against Focus, Sortor,

RODRIGUEZ v. FOCUS HOA, et al.  
Decision of the Court

Cadis, and Schultz by minute entry, expressly stating that the dismissal was “without prejudice.”<sup>1</sup>

¶4 In late August 2024, the court in the Gardens/Gilbert Case certified a partial final judgment under Rule 54(b) dismissing Rodriguez’s claims against Focus, Sortor, Cadis, and Schultz. This judgment – entered on the proposed form of final judgment lodged by the defendants – designated the dismissal as *with* prejudice (contrary to the minute entry ruling and with no explanation for the change). The court also awarded those defendants their attorney’s fees and costs. Rodriguez timely appealed, and we have jurisdiction under A.R.S. § 12-2101(A)(1).

**II. The Focus Case (CV2024-013806).**

¶5 In June 2024, while the parties litigated attorney’s fees (and before the final judgment) in the Gardens/Gilbert Case, Rodriguez filed a new case against Focus, Cadis, and Sortor (the “Focus Defendants”). Rodriguez’s operative pleading in the Focus Case (her amended complaint filed June 24, 2024, pursuant to Rule 15(a)) reasserted all claims from the Gardens/Gilbert Case and added claims for fraud, defamation, attorney misconduct, intentional infliction of emotional distress, and unfair and deceptive trade practices.

¶6 Later in June 2024, the Focus Defendants moved to dismiss the Focus Case under Rule 12(b)(6) on the basis of claim preclusion, stating that the Gardens/Gilbert Case had been dismissed with prejudice. In that motion, the Focus Defendants also cited the CC&Rs’ Waiver of Damages Clause relieving Gardens/Gilbert and its officers, directors, employees, and agents from liability arising from mistakes of judgment, negligence, malfeasance, or nonfeasance. In July 2024, the court granted the Focus Defendants’ motion, dismissing Rodriguez’s claims on the basis of claim preclusion, without addressing the defendants’ argument about the CC&Rs.

¶7 In September 2024, the court in the Focus Case entered a final judgment under Rule 54(c), dismissing Rodriguez’s complaint with prejudice and awarding the Focus Defendants their attorney’s fees and costs. Rodriguez timely appealed, and we have jurisdiction under A.R.S. § 12-2101(A)(1).

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<sup>1</sup> Rodriguez’s claims against Gardens/Gilbert in this case remain ongoing in superior court.

## DISCUSSION

¶8 Rodriguez challenges the dismissal of the Gardens/Gilbert Case complaint as to Focus, Sortor, Cadis, and Schultz, the dismissal of the Focus Case, and the awards of attorney's fees and costs to the defendants in both cases.

### I. The Gardens/Gilbert Case.

¶9 We review the dismissal of a complaint under Rule 12(b)(6) de novo. *Coleman v. City of Mesa*, 230 Ariz. 352, 355, ¶ 7 (2012). Dismissal on this basis is appropriate only if "as a matter of law [ ] plaintiffs would not be entitled to relief under any interpretation of the facts susceptible of proof." *Id.* at 356, ¶ 8 (alteration in original) (quoting *Fid. Sec. Life Ins. Co. v. State Dep't of Ins.*, 191 Ariz. 222, 224, ¶ 4 (1998)). The court looks only to the pleading itself, assuming the truth of all well-pleaded factual allegations and indulging all reasonable inferences from those facts. *Id.* at ¶ 9. Arizona follows a notice pleading standard under Rule 8, which requires that a pleading contain a "short and plain statement of the claim showing that the pleader is entitled to relief" and is aimed toward "giv[ing] the opponent fair notice of the nature and basis of the claim and indicat[ing] generally the type of litigation involved." *Cullen v. Auto-Owners Ins. Co.*, 218 Ariz. 417, 419, ¶ 6 (2008).

¶10 In their motion to dismiss, Focus, Sortor, Cadis, and Schultz relied on principles of agency liability, arguing that they cannot be personally liable for any acts relevant to Rodriguez's allegations because those fell within the scope of their employment with Gardens/Gilbert. While these defendants assert on appeal that Rodriguez agreed to limit their personal liability through the CC&Rs' Waiver of Damages Clause, they did not raise this argument before the superior court until their reply in support of the motion to dismiss and thereby waived it. *See Westin Tucson Hotel Co. v. Dep't of Revenue*, 188 Ariz. 360, 364 (App. 1997) (arguments raised for the first time in a reply are waived).

¶11 Turning to the specific claims Rodriguez asserted in the Gardens/Gilbert Case, Rodriguez does not dispute that Focus, Sortor, Cadis, and Schultz are agents of Gardens/Gilbert. As to her contract claims, the CC&Rs govern the relationship between Rodriguez and Gardens/Gilbert, and agents are not personally liable for their disclosed principal's obligations arising under a contract. *Ferrarrell v. Robinson*, 11 Ariz. App. 473, 475 (App. 1970); *see* Restatement (Second) of Agency § 328 (1958). Likewise, disclosed agents are generally not personally liable for

RODRIGUEZ v. FOCUS HOA, et al.  
Decision of the Court

their principal's alleged failure to provide access to financial records or alleged First Amendment violations committed in the context of breach of contract. See A.R.S. § 33-1805 (dictating the *association's* obligations regarding financial and other records) (emphasis added); Restatement (Second) of Agency § 328. Thus, Focus, Sortor, Cadis, and Schultz are not subject to personal liability for the alleged breach of the contract, failure to provide access to financial records, or First Amendment violations. Restatement (Second) of Agency §§ 328, 350. The superior court therefore properly dismissed these claims with respect to those defendants.<sup>2</sup>

¶12 Rodriguez also argued negligence in the Gardens/Gilbert Case. An agent can be liable for negligence to third parties even when acting on behalf of a principal. *Lombardo v. Albu*, 199 Ariz. 97, 100, ¶ 11 (2000) (citing Restatement (Second) of Agency §§ 348, 350 ("An agent is subject to liability if, by his acts, he creates an unreasonable risk of harm to the interests of others protected against negligent invasion.")). The superior court thus erred by dismissing on this basis.

¶13 Nevertheless, an agent owes no greater duty of care than their principal, which can contract to relieve itself of liability for harm caused by ordinary negligence. Restatement (Second) of Agency § 350 cmt. d. Because Focus, Sortor, Cadis, and Schultz have waived any argument that the CC&Rs' Waiver of Damages Clause relieves them of liability for negligence by failing to raise it until their reply in support of their motion to dismiss, see *Westin Tucson Hotel Co.*, 188 Ariz. at 364, we do not address this argument. Even assuming the contract between Gardens/Gilbert and its homeowners—the CC&Rs—included a clause that relieved Gardens/Gilbert and its agents of liability for mistakes in judgment, negligence, malfeasance, and nonfeasance, this waiver does not reach gross negligence or intentional torts. Restatement (Second) of Agency § 350 cmt. d. ("An agent acting for a master or other principal normally owes no greater duty of care than his principal, who by contract with another can relieve himself from liability for harm caused by ordinary negligence."); see generally *Lombardo*, 199 Ariz. at 100, ¶ 11 (establishing agent liability for negligence to third parties when acting on behalf of a principal).

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<sup>2</sup> Rodriguez also alleged the defendants in the Gardens/Gilbert Case discriminated and/or retaliated against her, but her complaint did not provide supporting facts sufficient to sustain the claim against the dismissed defendants. This claim may more properly lie against Gardens/Gilbert, as the alleged discrimination and retaliation occurred as part of Gardens/Gilbert's actions to enforce the provisions of the CC&Rs.

RODRIGUEZ v. FOCUS HOA, et al.  
Decision of the Court

¶14 In her Gardens/Gilbert Case complaint, Rodriguez asserted that the defendants were grossly negligent by failing to maintain the community to the standards specified in the CC&Rs by failing to enforce rules requiring owners to keep their dogs on leashes and pick up their dogs' waste, resulting in unclean communal areas. Rodriguez also alleged facts indicating the defendants blocked her access to the community resident portal, restricted her participation in community meetings, misrepresented community policies, and improperly fined her for violations. She alleged that these actions resulted in financial strain and physical health issues for her and her children, including allergic reactions, sinus infections, and respiratory problems. Rodriguez requested monetary relief and a myriad of other equitable remedies.

¶15 Under Arizona's notice pleading standard, a complaint need only have "a statement of the ground upon which the court's jurisdiction depends, a statement of the claim showing that the pleader is entitled to relief and a demand for judgment." *Rowland v. Kellogg Brown & Root, Inc.*, 210 Ariz. 530, 533, ¶ 10 (App. 2005) (quoting *Morn v. City of Phoenix*, 152 Ariz. 164, 166 (App. 1986)); *Cullen*, 218 Ariz. at 419, ¶ 6; see also Ariz. R. Civ. P. 8(a). While the inclusion of conclusory statements does not invalidate a complaint, a complaint that states only legal conclusions with no supporting factual allegations does not satisfy Arizona's notice pleading standard under Rule 8. *Cullen*, 218 Ariz. at 419, ¶ 7. "Pleadings must be construed so as to do justice." Ariz. R. Civ. P. 8(f).

¶16 While not precise, Rodriguez's complaint included sufficient factual allegations to notify the defendants in the Gardens/Gilbert Case of her gross negligence and intentional tort claims against them. See *Rowland*, 210 Ariz. at 533, ¶ 10. Those claims fall outside the superior court's basis for dismissal, which was premised on principles limiting an agent's liability for certain acts undertaken on behalf of a principal. Neither their roles as agents nor contractual limitations of liability shield Focus, Sortor, Cadis, and Schultz from personal liability for gross negligence or intentional torts. See *Lombardo*, 199 Ariz. at 100, ¶ 11; Restatement (Second) of Agency § 350 cmt. d. Rodriguez has alleged facts that, at this stage of the proceedings, are sufficient to support her gross negligence and intentional tort claims against Focus, Sortor, Cadis, and Schultz in their individual capacities. See *Coleman*, 230 Ariz. at 356, ¶ 8.

¶17 Thus, we vacate the partial final judgment in the Gardens/Gilbert Case. We reverse the order dismissing Rodriguez's claims of negligence, gross negligence, and intentional torts as against Focus,

RODRIGUEZ v. FOCUS HOA, et al.  
Decision of the Court

Sortor, Cadis, and Schultz, but we affirm the dismissal of Rodriguez's other claims with respect to those defendants.

¶18 In doing so, we note that the dismissal of the other claims is without prejudice. The superior court's minute entry ruling dismissed Rodriguez's claims against Focus, Sortor, Cadis, and Schultz, but did so expressly "without prejudice." The form of judgment submitted by counsel for the defendants, however, inexplicably purported to dismiss the claims "in their entirety, with prejudice." Although the judgment was entered on the form provided, the record gives no indication that the court changed its mind about its prior without-prejudice ruling, and we are aware of no authority permitting a party to submit a form of judgment contrary to the court's ruling. Our vacatur of that judgment renders moot the anomalous conversion of a dismissal without prejudice to one with prejudice. We clarify, however, that Rodriguez's claims that remain dismissed from the Gardens/Gilbert Case have been dismissed, as the superior court ruled, "without prejudice."

¶19 Finally, Rodriguez argues that the superior court ignored her financial hardship and imposed excessive fees by awarding the defendants their attorney's fees and costs. In light of our decision reversing the superior court's dismissal in part, we vacate the award of attorney's fees and costs, without prejudice to reconsidering an award following resolution of the merits of the remaining claims.

## II. The Focus Case.

¶20 Rodriguez argues that the superior court's dismissal based on claim preclusion in the Focus Case was erroneous, as the only ruling from the Gardens/Gilbert Case at the time was the partial dismissal without prejudice. *Airfreight Exp. Ltd. v. Evergreen Air Ctr., Inc.*, 215 Ariz. 103, 108, ¶ 13 (App. 2007) ("A dismissal without prejudice, however, is not an adjudication on the merits and does not bar a second action under the doctrine of claim preclusion.") (citing *Union Interchange, Inc. v. Van Aalsburg*, 102 Ariz. 461, 464 (1967)). Because no final judgment of any sort had been issued in the Gardens/Gilbert Case at the time the court granted the motion to dismiss in the Focus Case, there was no judgment that would have allowed the application of claim preclusion. See *In re Gen. Adjudication of All Rights to Use Water in Gila River Sys. & Source*, 212 Ariz. 64, 69-70, ¶ 14 (2006) (claim preclusion requires, among other things, "a final judgment on the merits in the previous litigation"). Moreover, because we have vacated the final judgment in the Gardens/Gilbert Case, reversed in part the order dismissing some of those claims, and concluded that the dismissal of the

RODRIGUEZ v. FOCUS HOA, et al.  
Decision of the Court

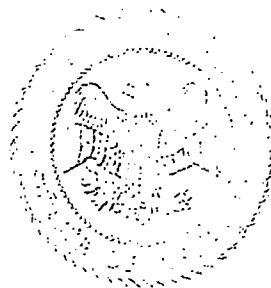
others was without prejudice, *see supra* ¶¶ 9-17, we reverse the dismissal of Rodriguez's complaint in the Focus Case, vacate the award of fees and costs, and remand.

**III. Attorney's Fees and Costs on Appeal.**

¶21 Because Focus, Sortor, Cadis, and Schultz are not the prevailing parties, we deny their requests for attorney's fees and costs on appeal. *See* A.R.S. §§ 12-341.01, -341. As the prevailing party on appeal, Rodriguez is entitled to an award of her costs on appeal upon compliance with ARCAP 21.

**CONCLUSION**

¶22 In the Gardens/Gilbert Case, we (1) affirm the dismissal as to Rodriguez's claims for breach of contract and duty, First Amendment violations, failure to provide access to financial records, and discrimination/retaliation, but clarify that the dismissal remains "without prejudice"; (2) reverse the dismissal as to Rodriguez's claims for negligence, gross negligence, and intentional torts; and (3) vacate the award of attorney's fees and costs. In the Focus Case, we reverse the dismissal of Rodriguez's complaint and vacate the award of fees and costs. Both cases are remanded to the superior court for further proceedings consistent with this decision.



MATTHEW J. MARTIN • Clerk of the Court  
FILED: JR

# **EXHIBIT B**

1  
2 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
3 **IN AND FOR THE COUNTY OF MARICOPA**

4  
5 SANDRA RODRIGUEZ,  
6  
7 Plaintiff,

8 v.

9 GARDENS/GILBERT COMMUNITY  
10 ASSOCIATION, an Arizona non-profit  
11 corporation,

12 Defendants.

13 SANDRA RODRIGUEZ,

14 Plaintiff,

15 v.

16 FOCUS HOA MANAGEMENT, LLC,  
17 LLC, an Arizona limited liability company;  
18 HARMAN CADIS; BROOKE SORTOR;  
19 AND ANNA SCHULTZ,

20 Defendants.

**ORDER GRANTING  
PLAINTIFF'S RESPONSE TO  
DEFENDANTS' MOTION TO  
CONSOLIDATE** (*Proposed Order*)

Case No. CV2024-005940

(*Assigned the Hon. Judge Rodrick  
Coffey*)

**WITH**

Case No. CV2024-013806

(*Assigned to the Hon. Judge Melissa  
Julian*)

21 The Court, having reviewed the file, considered Plaintiff's Response to  
22 Defendants' Motion to Consolidate, the record in these matters, and the Arizona Court  
23 of Appeals' Decision issued August 12, 2025, and good cause appearing,  
24

25 **IT IS ORDERED** that Defendants' Motion to Consolidate is **GRANTED IN**  
26 **PART** to the extent consolidation is required by the Court of Appeals, and **DENIED IN**  
27 **PART** to the extent it is duplicative, unnecessary, and frivolous in light of prior appellate  
28 directives and Judge Coffey's instruction on January 25, 2025.

