

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  
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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,**

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

**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,**

**COMBINED MOTION FOR  
CONTEMPT, SANCTIONS, AND  
LEAVE TO AMEND COMPLAINT  
TO REASSERT DISCRIMINATION  
AND RETALIATION CLAIMS**

1 **TO THE HONORABLE JUDGE COFFEY:**

2  
3 **I. INTRODUCTION**

4 Sandra Rodriguez (“*Plaintiff*”), appearing pro se, respectfully moves this Court to:  
5 (1) hold Defendants Gardens Gilbert Community Association (“*GGCA*”), Focus HOA  
6 Management LLC, Board Member Anna Schultz, executives Harmin Cadis and Brooke Sortor,  
7 and their counsel, Augustus H. Shaw IV, in **civil contempt** for violating this Court’s **January**  
8 **24, 2025 Stay Order** and the **Arizona Court of Appeals’ August 12, 2025 mandate**; and  
9 (2) grant Plaintiff *leave to amend her Complaint* to reassert claims for ***discrimination and***  
10 ***retaliation***, which the Court of Appeals dismissed “*without prejudice*.”

11 On **August 20, 2025**, less than two weeks after the appellate ruling, Defendants issued  
12 billing statements that included ***lien fees, attorney fees, and fabricated charges*** — the very  
13 same categories of fees expressly vacated by the Court of Appeals. These actions are ***predatory,***  
14 ***retaliatory, unlawful, and void.***

15 Plaintiff further requests that this Court impose *sanctions and punitive damages* for  
16 Defendants’ continued abuse, retaliation, and obstruction, and reaffirm that *all enforcement*  
17 *actions must remain stayed until trial and final judgment* because billing disputes, access to  
18 records, and repair approvals are central to the pending lawsuit.

19 This combined motion is submitted as a single filing to avoid burdening the Court with  
20 duplicative motions, as the contempt issues and the request for amendment are factually and  
21 legally intertwined.

22 **II. STAY ORDER AND APPEALS COURT DECISION**

- 23  
24 1. On January 24, 2025, as this Court will recall, Judge Coffey entered a Stay Order
- 25 • Staying all proceedings pending appeal;
  - 26 • Directing that “*no further matters should be filed until the pending appeal is resolved*”;
  - 27 • Clarifying that the stay “*includes any enforcement actions of any claims of the dismissed*  
28 *defendants pending the outcome of the appeal*”; and

- 1       • **Denying Defendants’ motion for sanctions.**

2       2. On **August 12, 2025**, the Arizona Court of Appeals, Division One, issued its decision:

- 3
- 4       • **Reversed dismissal** of Plaintiff’s negligence, gross negligence, & intentional tort claims;
- 5       • **Vacated all attorney’s fees and costs** previously awarded;
- 6
- 7       • **Remanded billing, fines, and retaliation issues for trial;** and
- 8       • **Affirmed dismissal** of certain claims — including breach of contract and duty, First
- 9       Amendment violations, failure to provide access to financial records, and
- 10       discrimination/retaliation — but clarified that dismissal of those claims was “*without*
- 11       *prejudice.*”

12       Thus, when Defendants billed Plaintiff on **August 20, 2025**—for lien fees, attorney fees,

13       and fabricated charges—they not only violated this Court’s *January 24, 2025 stay order*, but

14       also directly defied the *Appellate mandate*.

### 15       **III. DEFENDANTS’ PREDATORY AND RETALIATORY ACTIONS**

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17       On **August 20, 2025**, Defendants knowingly mailed Plaintiff billing statements from

18       Gardens Gilbert Community Association and Focus HOA Management that included:

- 19       • **Lien fees**, and
- 20
- 21       • **Attorney’s fees**,

22       even though **all such fees were vacated by the Arizona Court of Appeals.**

23       Defendants’ attempt to reimpose lien and attorney fees that no longer exist demonstrates

24       willful disregard for both the appellate mandate and this Court’s stay. It is a deliberate act of

25       retaliation, bad faith, and an attempt to unlawfully inflate costs.

26

27       In addition, Defendants have engaged in a broader pattern of retaliation and obstruction:

28

- 1       1. **Blocked HOA Portal Access** – Plaintiff’s access to the HOA online portal, where  
2       homeowners ordinarily review statements, ledgers, and community information, has  
3       been revoked. Without access to up-to-date community records, Plaintiff is denied the  
4       ability to accurately review charges, evaluate costs, or verify information. This also  
5       constitutes a violation of **A.R.S. § 33-1805(A)**, which guarantees members access to  
6       association records.
- 7       2. **Denied Communications** – Defendants have blocked or ignored Plaintiff’s inquiries,  
8       denying her the same level of access to information and communications that other  
9       homeowners routinely receive. This is a violation of Plaintiff’s **constitutional due**  
10      **process and appeal rights** actions I’ve reported repeatedly to the court from the start.
- 11     3. **Fabricated Billing Without Substantiation** – Despite repeated requests, Defendants  
12     have failed to provide records supporting their charges, instead issuing statements with  
13     fabricated costs Plaintiff cannot confirm or substantiate.
- 14     4. **Architectural Form Obstruction** –
  - 15       ○ In the past, Plaintiff was forced to seek Court intervention just to secure approval  
16       for window repairs made necessary by mold damage.
  - 17       ○ On August 19, 2025, Plaintiff submitted architectural forms by email and mail  
18       for roof repairs to address water intrusion and damage, and followed up on August  
19       22, 2025. Despite the CC&Rs and Association Resolutions requiring a timely  
20       response — and the fact that homeowners’ requests of this nature are typically  
21       addressed within 24–48 hours — Defendants have refused to acknowledge or  
22       respond. This continued refusal demonstrates that Plaintiff is being treated  
23       differently from other homeowners, in retaliation for her complaints and pending  
24       lawsuits.

25  
26       This continued obstruction is consistent with Plaintiff’s reports to this Court as early as  
27       *May 2024*, when she documented retaliation and denial of rights. The combination of  
28       fabricated charges, denial of access, blocked communications, and refusal to process repair  
      applications forms the basis of Plaintiff’s claims for **sanctions and punitive damages**.

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#### IV. BREACH OF CC&RS, NON PROFIT CORPORATION ACT, AND INCORPORATION

1. **CC&Rs** – Defendants violated the CC&Rs by denying appeal rights, fabricating costs, and ignoring architectural review deadlines for fees imposed since May 2024 (*See Exhibit C*).
2. **Bylaws & Articles of Incorporation** – As a nonprofit corporation, GGCA is governed by the **Arizona Nonprofit Corporation Act (A.R.S. Title 10)**. Under **A.R.S. § 10-3830**, directors owe duties of good faith and loyalty. Retaliatory billing, fabricated charges, and obstruction of necessary repairs are ultra vires acts that breach those duties.
3. **GGCA Internal Policies** – Defendants have violated their own internal Resolutions and Policies by failing to ensure transparency, due process, and equal treatment of members. Their obstruction of Plaintiff's requests, contrasted with the routine 24–48 hour turnaround other homeowners receive, shows discriminatory application of Association rules.

#### V. LEGAL FRAMEWORK AND FEDERAL PROTECTIONS

1. **Contempt Authority** – Courts have inherent power to sanction parties who disobey orders. *Ong Hing v. Thurston*, 101 Ariz. 92 (1966).
2. **Void Acts During Stay** – Enforcement actions during a stay are void. *State ex rel. Corbin v. Superior Court*, 155 Ariz. 265 (App. 1987).
3. **HOA Contracts** – CC&Rs and governing docs are enforceable contracts. *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485 (App. 2003).
4. **Final Judgment Requirement** – No enforcement may occur before final judgment. *In re Gila River Adjudication*, 212 Ariz. 64 (2006).
5. **Punitive Damages** – Warranted where defendants act with retaliation or reckless disregard. *Linthicum v. Nationwide Life Ins. Co.*, 150 Ariz. 326 (1986).
6. **Inherent Judicial Power** – Courts may sanction abusive litigation tactics. *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991).

1       **FEDERAL PROTECTIONS:**

- 2
- 3       7. **Fair Housing Act (42 U.S.C. § 3617):** Bars retaliation against homeowners exercising
- 4       rights.
- 5       8. **Fair Debt Collection Practices Act (15 U.S.C. § 1692):** Prohibits false, inflated, or
- 6       unlawful collection practices.
- 7       9. **FTC Act (15 U.S.C. § 45):** Prohibits unfair and deceptive billing.
- 8
- 9       10. **Consumer Financial Protection Act (12 U.S.C. § 5531):** Prohibits abusive debt
- 10       practices.
- 11       11. **Due Process (U.S. Const. Amend. XIV; Ariz. Const. Art. 2, § 4):** Protects Plaintiff from
- 12       unlawful deprivation of property.

13                               **VI. SHAW'S HISTORY OF ABUSIVE HISTORY**

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15       Attorney Augustus H. Shaw IV has a documented history of abusive HOA litigation

16       practices. In one case, he attempted to inflate a \$343 HOA debt into \$6,825 in fees, which the

17       Court condemned as '*an example of the risk to the public of abusive litigation practices run*

18       *amok.*' Plaintiff reported similar abuses by Shaw to this Court as early as May 2024. The August

19       20, 2025 billing—issued during an active stay and days after the Court of Appeals vacated all

20       fees—shows the same predatory pattern now directed at Plaintiff.

21                               **VII. RELIEF REQUEST**

22       Plaintiff respectfully requests that this Court:

- 23
- 24       1. **Hold Defendants, including counsel Augustus H. Shaw IV, in civil contempt** for
- 25       violating the January 24, 2025 Stay Order and the Court of Appeals' August 12, 2025
- 26       mandate.
- 27       2. **Reaffirm and issue a renewed Stay Order directing that all enforcement actions**
- 28       **remain suspended until the trial is completed and a final judgment entered, as billing**

1           disputes, access to records, and repair approvals are central to the pending lawsuit. This  
2           protection is necessary to prevent prejudice and ensure the integrity of the civil  
3           proceedings.  
4

5           **3. Enforce the Stay Order by directing Defendants to immediately cease and desist**  
6           **from all adverse actions against Plaintiff, including but not limited to:**

- 7           a. Billing, lien enforcement, and fabricated charges — specifically including lien  
8           fees and attorney's fees vacated by the Court of Appeals;  
9           b. Blocking Plaintiff's HOA portal access, which denies access to ledgers,  
10           communications, and Association information routinely provided to other  
11           homeowners;  
12           c. Refusing to process Plaintiff's architectural forms, including the August 19 and  
13           22, 2025 submissions for roof repairs addressing water intrusion and damage.

14           **4. Grant Plaintiff leave to amend her Complaint to reassert claims for discrimination**  
15           **and retaliation**, consistent with the Arizona Court of Appeals' ruling that dismissal of  
16           such claims was without prejudice, and in light of the new evidence of continued  
17           retaliation and discriminatory treatment.  
18

19           **5. Impose sanctions against Defendants and their legal counsel Shaw** for Defendants'  
20           retaliation, denial of access, fabricated charges, and unlawful billing during the stay.  
21

22           **6. Award punitive damages for retaliation, inflation of costs, continued harassment,**  
23           **and abuse of process**, in addition to compensatory damages to be determined at trial.  
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25           **7. Grant such other relief** as the Court deems just and proper.  
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### VIII. CONCLUSION

Plaintiff does not bring this Motion lightly. I am mindful of this Court's January 24, 2025 Stay Order, and I understand the Court's intent to limit filings during appeal. However, Defendants' decision to issue billing statements on August 20, 2025 — including lien fees and attorney's fees already vacated by the Court of Appeals — left me with no choice but to seek this Court's protection.

For months, I have endured retaliation, obstruction, and financial pressure tactics, including fabricated charges, blocked access to my HOA portal, denial of records, and refusal to process my architectural requests for repairs to address water damage in my home. These actions go beyond ordinary disputes; they reflect a continued pattern of litigation abuse and financial harassment that threatens my family's security and well-being.

I respectfully ask this Court to intervene and enforce its prior orders, not only to protect me from further harm, but also to ensure the integrity of these proceedings and prevent Defendants from using unlawful tactics to gain advantage. My request is made in good faith and out of necessity, as I have been left with no other avenue to protect my rights.

For these reasons, Plaintiff asks the Court to grant the relief requested herein.

Respectfully submitted this 26th day of August, 2025.

  
Sandra Rodriguez

**Plaintiff/Appellant**

### XI. EXHIBITS

1. **Exhibit A** – Arizona Court of Appeals Order, dated August 12, 2025 (See Plaintiff's August 25, 2025 filing, Exhibit A)
2. **Exhibit B** – Plaintiff Proposed Order
3. **Exhibit C** – Online Portal Access Removed, dated May 31, 2024
4. **Exhibit D** – Gardens Gilbert Community Association – Collection Letter August 20, 2025
5. **Exhibit E** – Defendants/Shaw Refusal Roof Architectural Form

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### IX. CERTIFICATE OF SERVICE

On 26th day of August 2025, I served copies of this ***COMBINED MOTION FOR CONTEMPT, SANCTIONS, AND LEAVE TO AMEND COMPLAINT TO REASSERT DISCRIMINATION AND RETALIATION CLAIMS*** for on all parties of record via U.S. Mail and email (TurboCourt).

#### **Opposing Party Information**

##### **Appellees:**

- Gardens Gilbert Community Association
- Focus HOA Management, LLC
- Harmin Cadis
- Brooke Sortor
- Anna Schultz
- **Address:** 4135 E. Power Road, Suite 133, Mesa, Arizona 85212

##### **Appellees' Legal Counsel:**

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

Respectfully submitted this 26th day of August, 2025.



Sandra Rodriguez

**Plaintiff/Appellant**

# EXHIBIT A

*See Plaintiff August 25, 2025, Exhibit A filing*  
(Reference: Arizona Court of Appeals Order, August 12, 2025)

# EXHIBIT C



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

### Online Portal

1 message

**Sandra Rodriguez** <sandra.rodriguez0339@gmail.com> Fri, May 31, 2024 at 6:25 PM  
 To: Focus Info <info@focushoa.com>, Harman Cadis <harman@focushoa.com>, Brooke Sortor <Brooke@focushoa.com>  
 Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Hi Gardens Gilbert Community Association,

I trust this letter finds you in good health. As an active member in good standing with our Homeowners Association (HOA), I am writing to express my concern.

As of today, May 31, 2024, I have observed that my access to the online portal for owners has been unexpectedly restricted. This restriction has impeded my ability to review records, make payments, and utilize other essential features to which I am entitled as an HOA member.

I would like to stress that these actions appear to infringe upon my rights as a homeowner. These rights are protected by various laws, rules, and regulations at the Federal level, the State of Arizona, Maricopa County, and the Non-Profit laws of Arizona.

It is important to note that I was not provided with any prior notification about this restriction.

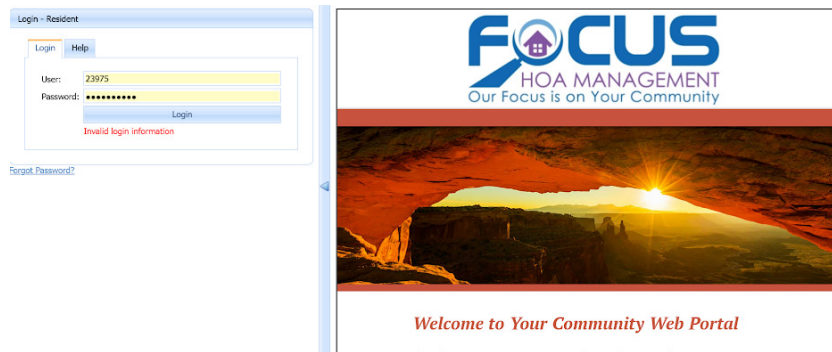
I would also like to bring to your attention that any late payments that may occur will be a direct result of this lack of access. Furthermore, I perceive these actions as retaliatory due to the ongoing litigation.

I look forward to your prompt attention to this matter.

Thank you for your understanding.

Best Regards,

Sandra Rodriguez



# EXHIBIT D



# SHAW & LINES, LLC

## ATTORNEYS AT LAW

**Attorneys**

Augustus H. Shaw IV\*†

Mark E. Lines \*\*†

Dominick D. Detente

\*Also licensed in Nebraska

\*\* Also licensed in Utah

† Member, College of Community Association Lawyers

**Address**

4523 E. Broadway Rd.

Phoenix, Arizona 85040

**Phone/Fax/Web**

p 480-456-1500

f 480-456-1515

www.shawlines.com

August 20, 2025

Sandra Rodriguez  
4375 East Betsy Lane  
Gilbert, Arizona 85296

RE: Gardens Gilbert Community Association – Lot 86  
Property: 4375 East Betsy Lane, Gilbert, Arizona 85296  
Amount Due: \$2,430.00 (See page 5 for important information)

Dear Ms. Rodriguez:

Our firm represents Gardens Gilbert Community Association (the “Association”). As of August 20, 2025, your account remains delinquent for unpaid assessments and other authorized charges. The Association has also incurred legal fees in enforcing its CC&Rs and pursuing collection of your unpaid balance.

Unless the full amount owing is paid by September 24, 2025 by cashier’s check or money order, the Association has authorized legal action. These amounts are your personal responsibility and may be secured in part by a lien on your property. Additional charges may continue to accrue.

If you wish to avoid further action but cannot pay in full, you may submit a written proposal for a short-term payment plan. Please note that legal fees may apply to any payment arrangement. Any payment that is insufficient, partial, or includes restrictive endorsements may be accepted without waiver of the Association’s right to collect the full amount owed.

Please send payment (or inquiries) to our office at the address above, payable to: Gardens Gilbert Community Association. Please refer to the legal notices below and enclosed with this letter.

Sincerely,

Augustus H. Shaw, IV, Esq.  
For the Firm

**Enclosures**

cc: Gardens Gilbert Community Association

See FDCPA Notice (below)

August 20, 2025

Page 2

**NOTICE**

**If this debt arises from a consumer obligation, we make the following disclosures under the Fair Debt Collection Practices Act (FDCPA):**

- 1. Unless you dispute the validity of this debt or any portion of it within 30 days, we will assume it is valid.**
- 2. If you notify us in writing within 30 days that you dispute all or part of the debt, we will obtain and mail you verification of the debt or a copy of a judgment.**
- 3. If requested in writing within 30 days, we will provide the name and address of the original creditor, if different.**
- 4. This firm is a debt collector. Any information obtained will be used for the purpose of collecting this debt.**

**Gardens Gilbert Community Association**  
 4135 S Power Rd Suite 133  
 Mesa, AZ 85212

Sandra Rodriguez  
 4375 E BETSY LN  
 GILBERT, AZ 85296

**Property Address:** 4375 E BETSY LN  
**Account #:** 23975

Date	Code	Amount	Balance	Check#	Memo
	<b>Begin Balance</b>	0.00			
6/30/2023	Reserve Assessment	420.00	420.00		From Title
6/30/2023	Owner to Owner Transfer	420.00	840.00		From Title
6/30/2023	Payment	-2,400.00	-1,560.00	521006126	From Title
7/1/2023	Assessment	70.00	-1,490.00		Monthly Assessment
7/1/2023	Assessment	60.00	-1,430.00		Parcel 2 Assessments
7/6/2023	Fob/Key	50.00	-1,380.00		
8/1/2023	Assessment	70.00	-1,310.00		Monthly Assessment
8/1/2023	Assessment	60.00	-1,250.00		Parcel 2 Assessments
9/1/2023	Assessment	70.00	-1,180.00		Monthly Assessment
9/1/2023	Assessment	60.00	-1,120.00		Parcel 2 Assessments
10/1/2023	Assessment	70.00	-1,050.00		Monthly Assessment
10/1/2023	Assessment	60.00	-990.00		Parcel 2 Assessments
11/1/2023	Assessment	70.00	-920.00		Monthly Assessment
11/1/2023	Assessment	60.00	-860.00		Parcel 2 Assessments
11/16/2023	Fine	50.00	-810.00		09/14/23: Painting
11/16/2023	Fine	-50.00	-860.00		Applied in error
12/1/2023	Assessment	70.00	-790.00		Monthly Assessment
12/1/2023	Assessment	60.00	-730.00		Parcel 2 Assessments
1/1/2024	Assessment	72.00	-658.00		Monthly Assessment
1/4/2024	Assessment	61.00	-597.00		
2/1/2024	Assessment	72.00	-525.00		Monthly Assessment
2/1/2024	Assessment	61.00	-464.00		Parcel 2 Assessments
3/1/2024	Assessment	72.00	-392.00		Monthly Assessment
3/1/2024	Assessment	61.00	-331.00		Parcel 2 Assessments
4/1/2024	Assessment	72.00	-259.00		Monthly Assessment
4/1/2024	Assessment	61.00	-198.00		Parcel 2 Assessments
5/1/2024	Assessment	72.00	-126.00		Monthly Assessment
5/1/2024	Assessment	61.00	-65.00		Parcel 2 Assessments
6/1/2024	Assessment	72.00	7.00		Monthly Assessment
6/1/2024	Assessment	61.00	68.00		Parcel 2 Assessments
6/17/2024	Payment	-68.00	0.00	104	
7/1/2024	Assessment	72.00	72.00		Monthly Assessment
7/1/2024	Assessment	61.00	133.00		Parcel 2 Assessments
7/15/2024	Late Fee	15.00	148.00		Late Fee
7/31/2024	Past Due Statement Fee	10.00	158.00		30 Day Past Due
8/1/2024	Assessment	72.00	230.00		Monthly Assessment
8/1/2024	Assessment	61.00	291.00		Parcel 2 Assessments
8/15/2024	Late Fee	15.00	306.00		Late Fee
8/31/2024	Past Due Statement Fee	30.00	336.00		60 Day Past Due
9/1/2024	Assessment	72.00	408.00		Monthly Assessment

Focus HOA Management, LLC | 4135 S Power Rd Suite 133 | Mesa, AZ 85212 | 602-635-9777

8/19/2025

**Make check payable to: Gardens Gilbert Community Association**

Page 1 of 2

**Gardens Gilbert Community Association**  
 4135 S Power Rd Suite 133  
 Mesa, AZ 85212

Date	Code	Amount	Balance	Check#	Memo
9/1/2024	Assessment	61.00	469.00		Parcel 2 Assessments
9/15/2024	Late Fee	15.00	484.00		Late Fee
9/30/2024	Intent To Lien	50.00	534.00		Intent to Lien Notice
10/1/2024	Assessment	72.00	606.00		Monthly Assessment
10/1/2024	Assessment	61.00	667.00		Parcel 2 Assessments
10/15/2024	Late Fee	15.00	682.00		Late Fee
10/31/2024	Lien	190.00	872.00		Pre Attorney
10/31/2024	Collection Letter	10.00	882.00		Pre Attorney
10/31/2024	Collection Letter	50.00	932.00		Pre Attorney
11/1/2024	Assessment	72.00	1,004.00		Monthly Assessment
11/1/2024	Assessment	61.00	1,065.00		Parcel 2 Assessments
12/1/2024	Assessment	72.00	1,137.00		Monthly Assessment
12/1/2024	Assessment	61.00	1,198.00		Parcel 2 Assessments
1/1/2025	Assessment	83.00	1,281.00		Monthly Assessment
1/1/2025	Assessment	71.00	1,352.00		Parcel 2 Assessments
2/1/2025	Assessment	83.00	1,435.00		Monthly Assessment
2/1/2025	Assessment	71.00	1,506.00		Parcel 2 Assessments
3/1/2025	Assessment	83.00	1,589.00		Monthly Assessment
3/1/2025	Assessment	71.00	1,660.00		Parcel 2 Assessments
4/1/2025	Assessment	83.00	1,743.00		Monthly Assessment
4/1/2025	Assessment	71.00	1,814.00		Parcel 2 Assessments
5/1/2025	Assessment	83.00	1,897.00		Monthly Assessment
5/1/2025	Assessment	71.00	1,968.00		Parcel 2 Assessments
6/1/2025	Assessment	83.00	2,051.00		Monthly Assessment
6/1/2025	Assessment	71.00	2,122.00		Parcel 2 Assessments
7/1/2025	Assessment	83.00	2,205.00		Monthly Assessment
7/1/2025	Assessment	71.00	2,276.00		Parcel 2 Assessments
8/1/2025	Assessment	83.00	2,359.00		Monthly Assessment
8/1/2025	Assessment	71.00	2,430.00		Parcel 2 Assessments
<b>Balance:</b>			<b>2,430.00</b>		

\*The Association does not waive its right to recover legal fees incurred in connection with collecting unpaid assessments pursuant to the CC&Rs and A.R.S. 33-1803 and 33-1807. The Association has incurred \$280.00 in connection with this effort to collect the unpaid balance. The Association reserves all rights and remedies to collect and receive these expenses, which may include an application to a court requesting an award of attorney's fees in its favor.

Shaw & Lines, LLC  
 4523 E. Broadway Road  
 Phoenix, Arizona 85040  
 (480) 456-1500 or [www.shawlines.com](http://www.shawlines.com)  
 Monday to Friday 9:00 a.m. to 5:30 p.m. MST

To: Sandra Rodriguez  
 4375 East Betsy Lane  
 Gilbert, Arizona 85296

**Shaw & Lines, LLC** is a debt collector. We are trying to collect a debt that you owe to Gardens Gilbert Community Association. We will use any information you give us to help collect the debt.

**Our information shows:**

- You are the owner of property located within the Association. Address: **4375 East Betsy Lane, Gilbert, Arizona 85296**
- As of **August 20, 2025**, you have a balance of **\$2,430.00**, please see enclosed account statement for detail regarding balance.
- **PLEASE NOTE:** The Association does not waive its right to collect and receive legal fees incurred in connection with collecting unpaid assessments pursuant to the Declaration and A.R.S. 33-1807. The Association reserves all rights and remedies to collect and receive these expenses, which may include an application to a court requesting an award of attorneys' fees in its favor.

**How can you dispute the debt?**

- **Call or write to us by September 24, 2025, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by September 24, 2025**, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically via e-mail at [diane@shawlines.com](mailto:diane@shawlines.com).

**What else can you do?**

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by **September 24, 2025**, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically via e-mail at [diane@shawlines.com](mailto:diane@shawlines.com).
- **Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.



**Mail this form to:**  
 Shaw & Lines, LLC  
 4523 E. Broadway Road  
 Phoenix, Arizona 85040

Sandra Rodriguez  
 4375 East Betsy Lane  
 Gilbert, Arizona 85296

**How do you want to respond?**

Check all that apply:

- I want to dispute the debt because I think:**
  - This is not my debt.
  - The amount is wrong.
  - Other (please describe on reverse or attach additional information).
- I want you to send me the name and address of the original creditor.**
- I enclosed this amount:** \$
- Quiero este formulario en español.**

Make your check payable to *Shaw & Lines, LLC*.

# EXHIBIT E



Sandra Rodriguez &lt;sandra.rodriguez0339@gmail.com&gt;

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**Follow Up: Architectural Form: Roof Replacement (4375 E. Betsy Lane Gilbert, Arizona 85296) (2nd Attempt)**

1 message

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**Sandra Rodriguez** <sandra.rodriguez0339@gmail.com>

Fri, Aug 22, 2025 at 7:46 AM

To: Brooke Sortor <Brooke@focushoa.com>, Harman Cadis <harman@focushoa.com>  
Cc: Anna Schultz <anna6890@yahoo.com>, Augustus Shaw <ashaw@shawlines.com>  
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Date:** August 22, 2025

Sandra Rodriguez  
4375 E. Betsy Lane  
Gilbert, Arizona 85296

Dear Gardens Gilbert Community Association (GGCA), GGCA Board Member Anna Schultz, Focus HOA Management, LLC, Harmin Cadis and Brooke Sortor;

For the record, as of today I *have not received acknowledgment* of my **August 19, 2025 Architectural Request Form** for roof replacement at 4375 E. Betsy Lane.

Despite my compliance with the **CC&Rs** and **A.R.S. § 33-1817**, the Gardens Gilbert Community Association (Anna Schultz), Focus HOA Management LLC (Harman Cadis and Brooke Sortor), and their counsel Augustus H. Shaw have failed to provide acknowledgment while continuing to direct legal correspondence through counsel. This conduct is consistent with the bad-faith and discriminatory treatment already at issue in my pending litigation. See *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485 (App. 2003).

This refusal to process or even acknowledge my submission impedes necessary roof repairs. Leaks during monsoon storms present ongoing health and safety hazards, giving rise to further damages that will be pursued as part of my claims, including personal injury. Federal protections under the **Fair Housing Act, 42 U.S.C. § 3604(b)**, also apply where homeowners are treated differently in the terms and conditions of housing.

A copy of this letter has been mailed and emailed to you for the record. All rights are reserved under federal and state law.

Respectfully,

Sandra Rodriguez

On Tue, Aug 19, 2025, 11:29 AM Sandra Rodriguez &lt;sandra.rodriguez0339@gmail.com&gt; wrote:

**To:** Architectural Review Committee  
Gardens Gilbert Community Association  
c/o Focus HOA Management, LLC

Dear Committee Members,

I am the legal owner of **4375 E. Betsy Lane, Gilbert, AZ 85296**, and I am formally submitting my request for approval of a roof replacement project, as required by the *Gardens Gilbert Community Association Declaration of Covenants, Conditions & Restrictions (CC&Rs)*.

**1. Legal Requirement for ARC Approval**

Pursuant to the CC&Rs, all exterior modifications, including roof replacement, require **written approval from the Architectural Review Committee** prior to commencement. This submission is made in compliance with those provisions. Under **A.R.S. § 33-1817** (Planned Communities Act), the Association is obligated to apply architectural standards **reasonably and uniformly** to all members, and may not act arbitrarily, capriciously, or in a discriminatory manner.

## 2. Project Scope Clarification

This project is a **full roof replacement (tile re-felt)**. *No changes will be made* to the design or appearance of the roof. The existing concrete tile profile and color scheme will be maintained. All original tiles will be carefully removed, tiles installed only as necessary to maintain consistency, using the closest available match to the existing roof tile.

All underlayment, battens, valley metal, drip edge, flashings, pipe jacks, and ventilation will be replaced with new materials, but the overall roof appearance will remain the same as originally constructed, in compliance with CC&R requirements for architectural uniformity.

## 3. Supporting Documentation Provided

To assist the Committee's review and avoid delay, I have attached:

- Completed **Architectural Request Form**.
- **Estimated project timeline**, to be completed within 180 days of approval in accordance with ARC requirements.
- **Photographs of current roof condition**, showing faded and discontinued tile to justify approval of a "closest match" replacement.

## 4. REQUEST FOR TIMELY RESPONSE

The CC&Rs and the Association's published policies require the ARC to review and respond to architectural submissions within 30 to 45 days. Accordingly, I respectfully request a **written decision no later than October 3, 2025 (45 days from August 19, 2025)**. If possible, I ask that the Committee provide its decision sooner, as these repairs are urgently needed to address *ongoing water leaks and active water intrusion caused by a deteriorating roof*.

These repairs are critical to prevent further property damage and to preserve the community's architectural standards. I trust the Committee will apply the standards **reasonably, consistently, and in good faith**, as required by the CC&Rs, the Arizona Planned Communities Act (A.R.S. § 33-1817), and Arizona nonprofit corporate law.

Please confirm receipt of this submission and advise promptly if any additional information is required.

Respectfully,

Gmail - Follow Up: Architectural Form: Roof Replacement (4375 E. Be...

<https://mail.google.com/mail/u/1/?ik=ddd6a2a7b4&view=pt&search=a...>

Sandra Rodriguez