

1 part, reversed in part, and remanded the case for further proceedings. The appellate court
2 affirmed dismissal of several claims but reinstated Plaintiff's negligence, gross
3 negligence, and intentional tort claims against these Defendants. All of these counts arise
4 solely from Plaintiff's allegation that the Association failed to address a community
5 petition requesting cleanup and maintenance of the community in accordance with the
6 standards set forth in the governing documents.
7

8
9 Plaintiff filed a separate Complaint under Case No. CV2024-013806, naming
10 Focus HOA Management, LLC, Harman Cadis, and Brooke Sortor as Defendants on June
11 3, 2024. The two cases were consolidated by Superior Court order on September 3, 2025,
12 following Defendants' Motion to Consolidate based on the August 12, 2025 Appeals
13 Court ruling. The order designated CV2024-005940 as the lead case for all further
14 proceedings.
15

16 Because Plaintiff did not submit a consolidated complaint following consolidation,
17 Defendants hereby answer addressing the allegations contained in both of Plaintiff's
18 Complaints, first responding to the Complaint filed on March 21, 2024, under Case No.
19 CV2024-005940, and thereafter responding to the Complaint filed on June 3, 2024, under
20 Case No. CV2024-013806.
21

22
23 On December 17, 2024, an Answer was filed on behalf of Gardens Gilbert
24 Community Association in Case No. CV2024-005940. This answer is submitted for
25 remaining Defendants Focus HOA Management, LLC, Harman Cadis, Anna Schultz, and
26 Brooke Sortor. This answer is submitted only as to the claims reinstated or otherwise
27 remaining following the August 12, 2025 Court of Appeals' decision. To the extent either
28

1 Complaint purports to assert claims previously dismissed or otherwise resolved,
2 Defendants deny those allegations and assert that such claims are precluded and require
3 no further response.
4

5 **MARCH 2024 COMPLAINT - CASE NO. CV2024-005940**

6 In the matter of Case No. CV2024-005940, Defendants hereby answer Plaintiff's
7 Complaint filed on March 21, 2024 (hereinafter "March 2024 Complaint") allegations as
8 numbered therein, *in seriatim*, as follows:
9

10 **JURISDICTION AND VENUE**

11 1. Responding to ¶ 1 of the Complaint, for jurisdictional purposes only,
12 Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz admit ¶1 of
13 the March 2024 Complaint, but denies Plaintiff is entitled to the amounts of this Court's
14 monetary jurisdictional limits (or any amount). Also, responding to ¶ 1 of the March 2024
15 Complaint, Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz
16 admits proper venue only. Defendant Focus, Defendant Cadis, Defendant Sortor, and
17 Defendant Schultz denies Plaintiff's alleged damages were caused by Defendant, and
18 Plaintiff's damages and any related occurrences remain subject to strict proof.
19
20
21

22 **DISCOVERY TIER**

23 1. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
24 Schultz admits ¶ 1 of the Discovery Tier Section of the March 2024 Complaint.
25

26 **PARTIES**

27 2. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
28 Schultz admits ¶ 2 of the Applicable Parties Section of the March 2024 Complaint.

1 3. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
2 Schultz admits ¶ 3 of the Applicable Parties Section of the March 2024 Complaint.

3
4 **STATEMENT OF FACTS AND BREACH**

5 4. This answer is submitted only as to the claims reinstated or otherwise
6 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 4 of
7 the Statement of Facts and Breach Section of the March 2024 Complaint purports to assert
8 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
9 Defendant Sortor, and Defendant Schultz deny those allegations and assert that such
10 claims are precluded and require no further response.

11
12 5. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
13 Schultz denies ¶ 5 of the Statement of Facts and Breach Section of the March 2024
14 Complaint.

15
16 6. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
17 Schultz denies ¶ 6 of the Statement of Facts and Breach Section of the March 2024
18 Complaint.

19
20 7. This answer is submitted only as to the claims reinstated or otherwise
21 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 7 of
22 the Statement of Facts and Breach Section of the March 2024 Complaint purports to assert
23 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
24 Defendant Sortor, and Defendant Schultz deny those allegations and assert that such
25 claims are precluded and require no further response.
26
27
28

1 8. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
2 Schultz denies ¶ 8 of the Statement of Facts and Breach Section of the March 2024
3 Complaint.
4

5 9. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
6 Schultz denies ¶ 9 of the Statement of Facts and Breach Section of the March 2024
7 Complaint.
8

9 **APPLICABLE LAW AND SUPPORTING CLAIM**

10 1. This answer is submitted only as to the claims reinstated or otherwise
11 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 1 of
12 the Applicable Law and Supporting Claim Section of the March 2024 Complaint purports
13 to assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
14 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations and assert that
15 such claims are precluded and require no further response.
16
17

18 2. This answer is submitted only as to the claims reinstated or otherwise
19 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 2 of
20 the Applicable Law and Supporting Claim Section of the March 2024 Complaint purports
21 to assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
22 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations and assert that
23 such claims are precluded and require no further response.
24
25

26 3. This answer is submitted only as to the claims reinstated or otherwise
27 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 3 of
28 the Applicable Law and Supporting Claim Section of the March 2024 Complaint purports

1 to assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
2 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations and assert that
3 such claims are precluded and require no further response.
4

5 4. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
6 Schultz denies ¶ 4 of the Applicable Law and Supporting Claim Section of the March
7 2024 Complaint.
8

9 5. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
10 Schultz denies ¶ 5 of the Applicable Law and Supporting Claim Section of the March
11 2024 Complaint.
12

13 6. In responding to ¶ 6 of the Applicable Law and Supporting Claim Section
14 of the March 2024 Complaint, Plaintiff does not state an allegation in which to respond.
15 Therefore, Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz
16 denies ¶ 6 of the Applicable Law and Supporting Claim Section of the Complaint.
17

18 7. Defendant denies ¶ 7 of the Applicable Law and Supporting Claim Section
19 of the March 2024 Complaint.
20

21 **INJURIES**

22 1. This answer is submitted only as to the claims reinstated or otherwise
23 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 1 of
24 the Injuries Section of the March 2024 Complaint purports to assert claims previously
25 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
26 and Defendant Schultz deny those allegations.
27
28

1 2. This answer is submitted only as to the claims reinstated or otherwise
2 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 2 of
3 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
4 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
5 Defendant Sortor, and Defendant Schultz deny those allegations.
6

7 3. This answer is submitted only as to the claims reinstated or otherwise
8 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 3 of
9 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
10 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
11 Defendant Sortor, and Defendant Schultz deny those allegations.
12

13 4. This answer is submitted only as to the claims reinstated or otherwise
14 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 4 of
15 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
16 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
17 Defendant Sortor, and Defendant Schultz deny those allegations.
18

19 5. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
20 Schultz denies ¶ 5 of the Demand for Relief Section of the March 2024 Complaint.
21

22 **ADDENDUM A – STATEMENT OF FACTS AND BREACH**
23

24 1. This answer is submitted only as to the claims reinstated or otherwise
25 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 1 of
26 the Statements of Facts and Breach Section of the March 2024 Complaint purports to
27
28

1 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
2 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.

3
4 2. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 2 of
6 the Statements of Facts and Breach Section of the March 2024 Complaint purports to
7 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
8 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.

9
10 3. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
11 Schultz denies ¶ 3 of the Statements of Facts and Breach Section of the March 2024
12 Complaint.

13
14 4. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
15 Schultz denies ¶ 4 of the Statements of Facts and Breach Section of the March 2024
16 Complaint.

17
18 5. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
19 Schultz denies ¶ 5 of the Statements of Facts and Breach Section of the March 2024
20 Complaint.

21
22 6. This answer is submitted only as to the claims reinstated or otherwise
23 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 6 of
24 the Statements of Facts and Breach Section of the March 2024 Complaint purports to
25 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
26 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.

1 7. This answer is submitted only as to the claims reinstated or otherwise
2 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 7 of
3 the Statements of Facts and Breach Section of the March 2024 Complaint purports to
4 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
5 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.
6

7 8. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
8 Schultz denies ¶ 8 of the Statements of Facts and Breach Section of the March 2024
9 Complaint.
10

11 9. This answer is submitted only as to the claims reinstated or otherwise
12 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 9 of
13 the Statements of Facts and Breach Section of the March 2024 Complaint purports to
14 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
15 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.
16

17 10. This answer is submitted only as to the claims reinstated or otherwise
18 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 10
19 of the Statements of Facts and Breach Section of the March 2024 Complaint purports to
20 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
21 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.
22

23 11. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
24 Schultz denies ¶ 11 of the Statements of Facts and Breach Section of the March 2024
25 Complaint.
26
27
28

1 12. This answer is submitted only as to the claims reinstated or otherwise
2 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 12
3 of the Statements of Facts and Breach Section of the March 2024 Complaint purports to
4 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
5 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.
6

7 **ADDENDUM B - APPLICABLE LAWS SUPPORTING CLAIMS**
8

9 Responding to Addendum B - Applicable Laws Supporting Claims Section of the
10 March 2024 Complaint, Defendants state that Addendum B merely cites general statutes
11 and provisions of law and does not contain any specific factual allegations requiring a
12 response. To the extent any allegations are implied or asserted therein, Defendant Focus,
13 Defendant Cadis, Defendant Sortor, and Defendant Schultz deny each and every such
14 allegation.
15

16 **ADDENDUM C – INJURIES**
17

18 1. This answer is submitted only as to the claims reinstated or otherwise
19 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 1 of
20 the Injuries Section of the March 2024 Complaint purports to assert claims previously
21 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
22 and Defendant Schultz deny those allegations.
23

24 2. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
25 Schultz denies ¶ 2 of the Injuries Section of the March 2024 Complaint.
26

27 3. This answer is submitted only as to the claims reinstated or otherwise
28 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 3 of

1 the Injuries Section of the March 2024 Complaint purports to assert claims previously
2 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
3 and Defendant Schultz deny those allegations.
4

5 4. This answer is submitted only as to the claims reinstated or otherwise
6 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 4 of
7 the Injuries Section of the March 2024 Complaint purports to assert claims previously
8 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
9 and Defendant Schultz deny those allegations.
10

11 5. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
12 Schultz denies ¶ 5 of the Injuries Section of the March 2024 Complaint.
13

14 6. This answer is submitted only as to the claims reinstated or otherwise
15 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 6 of
16 the Injuries Section of the March 2024 Complaint purports to assert claims previously
17 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
18 and Defendant Schultz deny those allegations.
19

20 7. This answer is submitted only as to the claims reinstated or otherwise
21 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 7 of
22 the Injuries Section of the March 2024 Complaint purports to assert claims previously
23 dismissed or otherwise resolved with Breach of Contract allegations, Defendant Focus,
24 Defendant Cadis, Defendant Sortor, and Defendant Schultz deny those allegations. To the
25 extent ¶ 7 purports to assert claims with Vicarious and Gross Negligence allegations,
26
27
28

1 Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz deny those
2 allegations.

3
4 8. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 8 of
6 the Injuries Section of the March 2024 Complaint purports to assert claims previously
7 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
8 and Defendant Schultz deny those allegations.

9
10 9. This answer is submitted only as to the claims reinstated or otherwise
11 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 9 of
12 the Injuries Section of the March 2024 Complaint purports to assert claims previously
13 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
14 and Defendant Schultz deny those allegations.

15
16 **ADDENDUM D – DEMAND FOR RELIEF**

17
18 1. This answer is submitted only as to the claims reinstated or otherwise
19 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 1 of
20 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
21 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
22 Defendant Sortor, and Defendant Schultz deny those allegations.

23
24 2. This answer is submitted only as to the claims reinstated or otherwise
25 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 2 of
26 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
27
28

1 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
2 Defendant Sortor, and Defendant Schultz deny those allegations.

3
4 3. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 3 of
6 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
7 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
8 Defendant Sortor, and Defendant Schultz deny those allegations.

9
10 4. This answer is submitted only as to the claims reinstated or otherwise
11 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 4 of
12 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
13 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
14 Defendant Sortor, and Defendant Schultz deny those allegations. To the extent ¶ 4
15 purports to assert claims with Gross Negligence allegations, Defendant Focus, Defendant
16 Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.

17
18
19 5. This answer is submitted only as to the claims reinstated or otherwise
20 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 5 of
21 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
22 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
23 Defendant Sortor, and Defendant Schultz deny those allegations.

24
25
26 6. This answer is submitted only as to the claims reinstated or otherwise
27 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 6 of
28 the Demand for Relief Section of the March 2024 Complaint purports to assert claims

1 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
2 Defendant Sortor, and Defendant Schultz deny those allegations.

3
4 7. 6. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 7 of
6 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
7 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
8 Defendant Sortor, and Defendant Schultz deny those allegations.
9

10 8. This answer is submitted only as to the claims reinstated or otherwise
11 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 8 of
12 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
13 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
14 Defendant Sortor, and Defendant Schultz deny those allegations.
15

16 9. This answer is submitted only as to the claims reinstated or otherwise
17 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 9 of
18 the Demand for Relief Section of the March 2024 Complaint purports to assert claims
19 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
20 Defendant Sortor, and Defendant Schultz deny those allegations.
21

22 10. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
23 Schultz denies ¶ 10 of the Demand for Relief Section of the March 2024 Complaint.
24

25 11. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
26 Schultz denies ¶ 11 of the Demand for Relief Section of the March 2024 Complaint.
27
28

1 12. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
2 Schultz denies ¶ 12 of the Demand for Relief Section of the March 2024 Complaint.

3
4 13. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 13
6 of the Demand for Relief Section of the March 2024 Complaint purports to assert claims
7 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
8 Defendant Sortor, and Defendant Schultz deny those allegations.

9
10 14. This answer is submitted only as to the claims reinstated or otherwise
11 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 14
12 of the Demand for Relief Section of the March 2024 Complaint purports to assert claims
13 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
14 Defendant Sortor, and Defendant Schultz deny those allegations.

15
16 15. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
17 Schultz denies ¶ 15 of the Demand for Relief Section of the March 2024 Complaint.

18
19 16. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
20 Schultz denies ¶ 16 of the Demand for Relief Section of the March 2024 Complaint.

21
22 **ADDENDUM E - CHRONOLOGY OF EVENTS**

23 This answer is submitted only as to the claims reinstated or otherwise remaining
24 following the August 12, 2025 Court of Appeals' decision. To the extent Chronology of
25 Events Section of the March 2024 Complaint purports to assert claims previously
26 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, Defendant Sortor,
27 and Defendant Schultz deny those allegations. To the extent this section purports to assert
28

1 claims with Negligence, Gross Negligence, and intentional tort allegations, Defendant
2 Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz deny those allegations.

3
4 **ADDENDUM F - FINANCIAL DOCUMENTS REQUEST**

5 This answer is submitted only as to the claims reinstated or otherwise remaining
6 following the August 12, 2025 Court of Appeals' decision. To the extent Financial
7 Documents Request Section of the March 2024 Complaint purports to assert claims
8 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
9 Defendant Sortor, and Defendant Schultz deny those allegations.

10
11 **ADDENDUM G - EXHIBITS LIST**

12 Responding to Addendum G - Exhibits List section of the March 2024 Complaint,
13 Defendants state that Addendum G merely identifies documents and materials purportedly
14 submitted by Plaintiff and does not contain any factual allegations requiring a response.
15 To the extent any allegations or characterizations are implied by the inclusion of these
16 exhibits, Defendants expressly deny each and every such allegation.

17
18
19 **AFFIRMATIVE DEFENSES**

20 1. Plaintiff's March 2024 Complaint allegations fail to state a claim(s) upon
21 which relief can be granted against Defendant.

22
23 2. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
24 Schultz affirmatively alleges that neither the Association nor any individually named
25 Association representative, Board Member or agent breached, materially or otherwise, any
26 duty, legal or otherwise allegedly owed to Plaintiff.
27
28

1 3. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
2 Schultz affirmatively alleges that Plaintiff has failed to join all necessary parties, including
3 but not limited to all owners within the Gardens Gilbert Community Association and that
4 such parties must be joined to have a full and complete adjudication of the issues raised
5 and relief requested herein.
6

7 4. Plaintiff's claims fail as a matter of law as Plaintiff incurred no damages as
8 a result of any alleged conduct by the Defendant Focus, Defendant Cadis, Defendant
9 Sortor, and Defendant Schultz or any of their representative agents.
10

11 5. Some or all of Plaintiff's claims may be barred by equitable doctrines of
12 unclean hands, laches, waiver by operation of law, release, performance, accord and
13 satisfaction, and/or estoppel.
14

15 6. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
16 Schultz affirmatively alleges additional affirmative defenses include lack of standing,
17 statutes of limitations, lack of duty, bad faith, lack of good faith and fair dealing, lack of
18 or inadequate consideration, lack of enforceable promise, no contract and/or material
19 breach.
20

21 7. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
22 Schultz affirmatively alleges that Plaintiff is barred under the doctrine of equitable
23 estoppel, contributory negligence and/or comparative fault for Plaintiff's failure to
24 exercise reasonable care and diligence with respect to the duties owed to Defendant and/or
25 failure to mitigate Defendant's damages or losses, if any.
26
27
28

1 8. Any alleged damage to Plaintiff was caused wholly or in part by the
2 negligence of a third-party entity and/or person, whether a party to this action or not, whose
3 actions were an intervening or superseding cause of the alleged damage and for whose fault
4 the Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz (and any
5 Defendant named herein) is not answerable.
6

7 9. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
8 Schultz affirmatively alleges lack of prior requisite notice of any dangerous condition.
9

10 10. Because this matter arises out of contract, Defendant Focus, Defendant Cadis,
11 Defendant Sortor, and Defendant Schultz is entitled to an award of attorneys' fees and costs,
12 as reasonably incurred in defending this instant March 2024 Complaint and upon prevailing
13 in this matter, pursuant to A.R.S. §§ 12-341 and 12-341.01.
14

15 11. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
16 Schultz affirmatively alleges that Plaintiff's damages, if any, are a result of or caused by
17 factors, persons, or entities other than Defendant, including third-parties or nonparties at
18 fault. Accordingly, Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
19 Schultz reserves the right to aver and prove the apportionment and/or degrees of fault, if
20 any, among the named parties herein and/or any nonparties pursuant to governing Arizona
21 law and procedure.
22

23 12. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
24 Schultz affirmatively alleges that Plaintiff failed to join indispensable parties and/or failed
25 to bring and/or join Plaintiff's claims against the real party(ies) in interest.
26
27
28

1 13. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
2 Schultz affirmatively alleges that Plaintiff are not an aggrieved person with standing to
3 pursue Plaintiff's alleged claims for relief.
4

5 14. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
6 Schultz affirmatively alleges that Plaintiff have suffered no distinct and palpable injury to
7 pursue all or some of Plaintiff's alleged claims for relief.
8

9 15. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
10 Schultz affirmatively alleges that Plaintiff are not entitled to any recovery from Defendant
11 because the damages alleged, if any, are speculative.
12

13 16. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
14 Schultz affirmatively alleges lack of personal jurisdiction over all or some necessary
15 parties for purposes of entering relief that may prejudice or affect adjudication of all or
16 some claims for relief sought by Plaintiff.
17

18 17. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
19 Schultz affirmatively alleges that Plaintiff, alleging emotional distress is unsupported
20 without any physical manifestation of such alleged injury.
21

22 18. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant
23 Schultz affirmatively alleges the defenses of impossibility of performance, commercial
24 frustration, impracticality or other similarly approaching legal or equitable principle.
25

26 19. As and for its additional affirmative defenses, Defendant Focus, Defendant
27 Cadis, Defendant Sortor, and Defendant Schultz alleges all other matters constituting a
28 defense (affirmative or otherwise) that Defendant may subsequently discover, including all

1 defenses set forth in Rules 8(d) and 12(b), Ariz. R. Civ. P., and as may apply in law and/or
2 equity. Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz
3 expressly reserves the right to interpose additional affirmative defenses as they may arise
4 during the course of discovery.
5

6 WHEREFORE, having answered Plaintiff’s March 2024 Complaint herein fully,
7 Defendant Focus, Defendant Cadis, Defendant Sortor, and Defendant Schultz prays that
8 Plaintiff take nothing by the March 2024 Complaint, and that Defendant be awarded
9 judgment of dismissal in this action, and further awarded its attorneys’ fees and costs of
10 suit incurred in this matter, which arises out of contract, and pursuant to any applicable
11 provisions of the contract and/or A.R.S. §§ 12-341.01, 12-341, 12-349, 12-350 and Rule
12 11, Ariz. R. Civ. P.
13
14

15 **JUNE 2024 COMPLAINT - CASE NO. CV2024-013806**

16 In the matter of Case No. CV2024-013806, Defendant Focus, Defendant Cadis,
17 and Defendant Sortor hereby answer Plaintiff’s Complaint filed on June 3, 2024
18 (hereinafter “June 2024 Complaint”) allegations as numbered therein, *in seriatim*, as
19 follows:
20
21

22 **JURISDICTION AND VENUE**

23 1. Responding to ¶ 1 of the Complaint, for jurisdictional purposes only,
24 Defendant Focus, Defendant Cadis, and Defendant Sortor admits ¶1 of the June 2024
25 Complaint, but denies Plaintiff is entitled to the amounts of this Court’s monetary
26 jurisdictional limits (or any amount). Also, responding to ¶ 1 of the June 2024 Complaint,
27 Defendant Focus, Defendant Cadis, and Defendant Sortor admits proper venue only.
28

1 Defendant Focus, Defendant Cadis, and Defendant Sortor denies Plaintiff's alleged
2 damages were caused by Defendant, and Plaintiff's damages and any related occurrences
3 remain subject to strict proof.
4

5 **DISCOVERY TIER**

6 2. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 2 of the
7 Discovery Tier Section of the June 2024 Complaint. Defendant Focus, Defendant Cadis,
8 and Defendant Sortor specifically denies that this matter qualifies as a Tier 2 case under
9 Rule 26.2(c) of the Arizona Rules of Civil Procedure. Defendant Focus, Defendant Cadis,
10 and Defendant Sortor affirmatively asserts that this case properly falls within Tier 1, as
11 the amount in controversy does not exceed \$50,000, and the claims asserted do not warrant
12 a higher tier designation.
13
14

15 **PARTIES**

16 3. Defendant admits ¶ 3 of the Applicable Parties Section of the June 2024
17 Complaint.
18

19 4. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 4 of the
20 Applicable Parties Section of the June 2024 Complaint, and Defendant Focus, Defendant
21 Cadis, and Defendant Sortor state that the current defendants in this consolidated action
22 are Gardens Gilbert Community Association, Focus HOA Management, LLC, Harman
23 Cadis, Anna Schultz, and Brooke Sortor. This reflects the reinstatement of claims
24 following the Arizona Court of Appeals' August 12, 2025 Memorandum Decision.
25
26
27

28 ///

1 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and Defendant
2 Sortor deny those allegations.

3
4 5. This answer is submitted only as to the claims reinstated or otherwise
5 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 5 of
6 the Injuries Section of the June 2024 Complaint purports to assert claims previously
7 dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and Defendant
8 Sortor deny those allegations.
9

10 **DEMAND FOR RELIEF**

11 1. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 1 of the
12 Demand for Relief Section of the June 2024 Complaint.
13

14 2. This answer is submitted only as to the claims reinstated or otherwise
15 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 2 of
16 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
17 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
18 Defendant Sortor deny those allegations.
19

20 3. This answer is submitted only as to the claims reinstated or otherwise
21 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 3 of
22 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
23 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
24 Defendant Sortor deny those allegations.
25

26 4. This answer is submitted only as to the claims reinstated or otherwise
27 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 4 of
28

1 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
2 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
3 Defendant Sortor deny those allegations.
4

5 **ADDENDUM A – STATEMENT OF FACTS AND BREACH**

6 1. This answer is submitted only as to the claims reinstated or otherwise
7 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 1 of
8 the Statements of Facts and Breach Section of the June 2024 Complaint purports to assert
9 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
10 and Defendant Sortor deny those allegations.
11

12 2. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 2 of the
13 Statements of Facts and Breach Section of the June 2024 Complaint.
14

15 3. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 3 of the
16 Statements of Facts and Breach Section of the June 2024 Complaint.
17

18 4. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 4 of the
19 Statements of Facts and Breach Section of the June 2024 Complaint.
20

21 5. This answer is submitted only as to the claims reinstated or otherwise
22 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 5 of
23 the Statements of Facts and Breach Section of the June 2024 Complaint purports to assert
24 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
25 and Defendant Sortor deny those allegations.
26

27 6. This answer is submitted only as to the claims reinstated or otherwise
28 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 6 of

1 the Statements of Facts and Breach Section of the June 2024 Complaint purports to assert
2 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
3 and Defendant Sortor deny those allegations.
4

5 7. This answer is submitted only as to the claims reinstated or otherwise
6 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 7 of
7 the Statements of Facts and Breach Section of the June 2024 Complaint purports to assert
8 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
9 and Defendant Sortor deny those allegations.
10

11 8. This answer is submitted only as to the claims reinstated or otherwise
12 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 8 of
13 the Statements of Facts and Breach Section of the June 2024 Complaint purports to assert
14 claims previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis,
15 and Defendant Sortor deny those allegations.
16

17 9. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 9 of the
18 Statements of Facts and Breach Section of the June 2024 Complaint.
19

20 10. This answer is submitted only as to the claims reinstated or otherwise
21 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 10
22 of the Statements of Facts and Breach Section of the June 2024 Complaint purports to
23 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
24 Cadis, and Defendant Sortor deny those allegations.
25

26 11. This answer is submitted only as to the claims reinstated or otherwise
27 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 11
28

1 of the Statements of Facts and Breach Section of the June 2024 Complaint purports to
2 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
3 Cadis, and Defendant Sortor deny those allegations.
4

5 12. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 12 of the
6 Statements of Facts and Breach Section of the June 2024 Complaint.
7

8 13. This answer is submitted only as to the claims reinstated or otherwise
9 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 13
10 of the Statements of Facts and Breach Section of the June 2024 Complaint purports to
11 assert claims previously dismissed or otherwise resolved, Defendant Focus, Defendant
12 Cadis, and Defendant Sortor deny those allegations.
13

14 **ADDENDUM B - APPLICABLE LAWS SUPPORTING CLAIMS**

15 Responding to Addendum B - Applicable Laws Supporting Claims Section of the
16 June 2024 Complaint, Defendants state that Addendum B merely cites general statutes
17 and provisions of law and does not contain any specific factual allegations requiring a
18 response. To the extent any allegations are implied or asserted therein, Defendant Focus,
19 Defendant Cadis, and Defendant Sortor deny each and every such allegation.
20
21

22 **ADDENDUM C – INJURIES**

23 This answer is submitted only as to the claims reinstated or otherwise remaining
24 following the August 12, 2025 Court of Appeals' decision. To the extent the Injuries
25 Section of the June 2024 Complaint purports to assert claims previously dismissed or
26 otherwise resolved, Defendant Focus, Defendant Cadis, and Defendant Sortor deny those
27 allegations. To the extent the Injuries Section purports to assert claims with Negligence,
28

1 Gross Negligence, and intentional tort allegations, Defendant Focus, Defendant Cadis,
2 and Defendant Sortor deny those allegations.

3
4 **ADDENDUM D – DEMAND FOR RELIEF**

5 1. This answer is submitted only as to the claims reinstated or otherwise
6 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 1 of
7 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
8 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
9 Defendant Sortor deny those allegations.
10

11 2. This answer is submitted only as to the claims reinstated or otherwise
12 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 2 of
13 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
14 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
15 Defendant Sortor deny those allegations.
16

17 3. This answer is submitted only as to the claims reinstated or otherwise
18 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 3 of
19 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
20 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
21 Defendant Sortor deny those allegations.
22

23 4. This answer is submitted only as to the claims reinstated or otherwise
24 remaining following the August 12, 2025 Court of Appeals’ decision. To the extent ¶ 4 of
25 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
26
27
28

1 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
2 Defendant Sortor deny those allegations.

3
4 5. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 5 of the
5 Demand for Relief Section of the June 2024 Complaint.

6
7 6. This answer is submitted only as to the claims reinstated or otherwise
8 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 6 of
9 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
10 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
11 Defendant Sortor deny those allegations.

12
13 7. This answer is submitted only as to the claims reinstated or otherwise
14 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 7 of
15 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
16 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
17 Defendant Sortor deny those allegations.

18
19 8. This answer is submitted only as to the claims reinstated or otherwise
20 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 8 of
21 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
22 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
23 Defendant Sortor deny those allegations.

24
25 9. This answer is submitted only as to the claims reinstated or otherwise
26 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 9 of
27 the Demand for Relief Section of the June 2024 Complaint purports to assert claims
28

1 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
2 Defendant Sortor deny those allegations.

3
4 10. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 10 of the
5 Demand for Relief Section of the June 2024 Complaint.

6
7 11. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 11 of the
8 Demand for Relief Section of the June 2024 Complaint.

9
10 12. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 12 of the
11 Demand for Relief Section of the June 2024 Complaint.

12
13 13. This answer is submitted only as to the claims reinstated or otherwise
14 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 13
15 of the Demand for Relief Section of the June 2024 Complaint purports to assert claims
16 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
17 Defendant Sortor deny those allegations.

18
19 14. This answer is submitted only as to the claims reinstated or otherwise
20 remaining following the August 12, 2025 Court of Appeals' decision. To the extent ¶ 14
21 of the Demand for Relief Section of the June 2024 Complaint purports to assert claims
22 previously dismissed or otherwise resolved, Defendant Focus, Defendant Cadis, and
23 Defendant Sortor deny those allegations.

24
25 15. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 15 of
26 the Demand for Relief Section of the June 2024 Complaint.

27
28 16. Defendant Focus, Defendant Cadis, and Defendant Sortor denies ¶ 16 of
the Demand for Relief Section of the June 2024 Complaint.

1 4. Plaintiff's claims fail as a matter of law as Plaintiff incurred no damages as
2 a result of any alleged conduct by the Defendant Focus, Defendant Cadis, and Defendant
3 Sortor or any of their representative agents.
4

5 5. Some or all of Plaintiff's claims may be barred by equitable doctrines of
6 unclean hands, laches, waiver by operation of law, release, performance, accord and
7 satisfaction, and/or estoppel.
8

9 6. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
10 alleges additional affirmative defenses include lack of standing, statutes of limitations,
11 lack of duty, bad faith, lack of good faith and fair dealing, lack of or inadequate
12 consideration, lack of enforceable promise, no contract and/or material breach.
13

14 7. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
15 alleges that Plaintiff is barred under the doctrine of equitable estoppel, contributory
16 negligence and/or comparative fault for Plaintiff's failure to exercise reasonable care and
17 diligence with respect to the duties owed to Defendant Focus, Defendant Cadis, and
18 Defendant Sortor and/or failure to mitigate Defendant's damages or losses, if any.
19

20 8. Any alleged damage to Plaintiff was caused wholly or in part by the
21 negligence of a third-party entity and/or person, whether a party to this action or not, whose
22 actions were an intervening or superseding cause of the alleged damage and for whose fault
23 the Defendant Focus, Defendant Cadis, and Defendant Sortor (and any Defendant named
24 herein) is not answerable.
25

26 9. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
27 alleges lack of prior requisite notice of any dangerous condition.
28

1 10. Because this matter arises out of contract, Defendant Focus, Defendant Cadis,
2 and Defendant Sortor is entitled to an award of attorneys' fees and costs, as reasonably
3 incurred in defending this instant June 2024 Complaint and upon prevailing in this matter,
4 pursuant to A.R.S. §§ 12-341 and 12-341.01.

6 11. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
7 alleges that Plaintiff's damages, if any, are a result of or caused by factors, persons, or
8 entities other than Defendant, including third-parties or nonparties at fault. Accordingly,
9 Defendant Focus, Defendant Cadis, and Defendant Sortor reserves the right to aver and
10 prove the apportionment and/or degrees of fault, if any, among the named parties herein
11 and/or any nonparties pursuant to governing Arizona law and procedure.

14 12. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
15 alleges that Plaintiff failed to join indispensable parties and/or failed to bring and/or join
16 Plaintiff's claims against the real party(ies) in interest.

18 13. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
19 alleges that Plaintiff are not an aggrieved person with standing to pursue Plaintiff's alleged
20 claims for relief.

22 14. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
23 alleges that Plaintiff have suffered no distinct and palpable injury to pursue all or some of
24 Plaintiff's alleged claims for relief.

26 15. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
27 alleges that Plaintiff are not entitled to any recovery from Defendant Focus, Defendant
28 Cadis, and Defendant Sortor because the damages alleged, if any, are speculative.

1 16. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
2 alleges lack of personal jurisdiction over all or some necessary parties for purposes of
3 entering relief that may prejudice or affect adjudication of all or some claims for relief
4 sought by Plaintiff.
5

6 17. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
7 alleges that Plaintiff, alleging emotional distress is unsupported without any physical
8 manifestation of such alleged injury.
9

10 18. Defendant Focus, Defendant Cadis, and Defendant Sortor affirmatively
11 alleges the defenses of impossibility of performance, commercial frustration,
12 impracticality or other similarly approaching legal or equitable principle.
13

14 19. As and for its additional affirmative defenses, Defendant Focus, Defendant
15 Cadis, and Defendant Sortor alleges all other matters constituting a defense (affirmative or
16 otherwise) that Defendant may subsequently discover, including all defenses set forth in
17 Rules 8(d) and 12(b), Ariz. R. Civ. P., and as may apply in law and/or equity. Defendant
18 Focus, Defendant Cadis, and Defendant Sortor expressly reserves the right to interpose
19 additional affirmative defenses as they may arise during the course of discovery.
20
21

22 WHEREFORE, having answered Plaintiff's June 2024 Complaint herein fully,
23 Defendant Focus, Defendant Cadis, and Defendant Sortor prays that Plaintiff take nothing
24 by the June 2024 Complaint, and that Defendant be awarded judgment of dismissal in this
25 action, and further awarded its attorneys' fees and costs of suit incurred in this matter,
26 which arises out of contract, and pursuant to any applicable provisions of the contract
27 and/or A.R.S. §§ 12-341.01, 12-341, 12-349, 12-350 and Rule 11, Ariz. R. Civ. P.
28

1 DATED this 13th day of November, 2025.

2 **SHAW & LINES, LLC**

3 /s/ Dominick D. Detente
4 Augustus H. Shaw IV, Esq., CCAL
5 Dominick D. Detente, Esq.
6 4523 E. Broadway Road
7 Phoenix, Arizona 85040
8 *Counsel for Defendants*

9 ORIGINAL submitted for electronic filing
10 this 13th day of November, 2025with:

11 Clerk of the Court
12 Maricopa County Superior Court

13 COPY of the foregoing e-mail and mailed
14 this 13th day of November, 2025to:

15 Sandra Rodriguez
16 4735 E. Besty Lane
17 Gilbert, AZ 85296

18 By: /s/ Diane Fincher
19
20
21
22
23
24
25
26
27
28

VERIFICATION

STATE OF ARIZONA)
) ss.
County of Maricopa)

Harman Cadis declares and states as follows:

I am the Property Manager for Gardens Gilbert Community Association (“Association”), an Arizona nonprofit corporation. I am authorized by the Board of Directors for and on behalf of the Association to execute this verification regarding the allegations contained in the foregoing Answer to the Complaint and know the contents thereof; the matters and things stated and alleged therein are true and of my own knowledge, except those matters therein stated upon information and belief, and, as to those matters, I believe them to be true.

I declare and verify under penalty of perjury that the foregoing is true and correct.

Harman Cadis Digitally signed by Harman
Cadis
Date: 2025.11.12 13:28:00 -07'00'

Harman Cadis, Property Manager for
Gardens Gilbert Community Association

VERIFICATION

STATE OF ARIZONA)

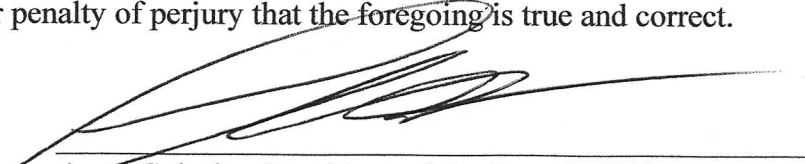
) ss.

County of Maricopa)

Anna Schultz declares and states as follows:

I am the President for Gardens Gilbert Community Association (“Association”), an Arizona nonprofit corporation. I am authorized by the Board of Directors for and on behalf of the Association to execute this verification regarding the allegations contained in the foregoing Answer to the Complaint and know the contents thereof; the matters and things stated and alleged therein are true and of my own knowledge, except those matters therein stated upon information and belief, and, as to those matters, I believe them to be true.

I declare and verify under penalty of perjury that the foregoing is true and correct.



Anna Schultz, President of the Board of Directors at
Gardens Gilbert Community Association

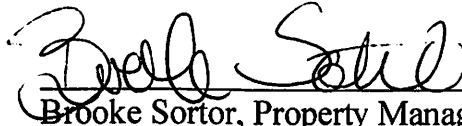
VERIFICATION

STATE OF ARIZONA)
) ss.
County of Maricopa)

Brooke Sortor declares and states as follows:

I am the Property Manager for Gardens Gilbert Community Association (“Association”), an Arizona nonprofit corporation. I am authorized by the Board of Directors for and on behalf of the Association to execute this verification regarding the allegations contained in the foregoing Answer to the Complaint and know the contents thereof; the matters and things stated and alleged therein are true and of my own knowledge, except those matters therein stated upon information and belief, and, as to those matters, I believe them to be true.

I declare and verify under penalty of perjury that the foregoing is true and correct.



Brooke Sortor, Property Manager for
Gardens Gilbert Community Association