

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2024-005940

12/31/2025

HONORABLE DAVID MCDOWELL

CLERK OF THE COURT
A. Patel
Deputy

SANDRA RODRIGUEZ

SANDRA RODRIGUEZ
4375 E BETSY LN
GILBERT AZ 85296

v.

GARDENS GILBERT COMMUNITY
ASSOCIATION, et al.

AUGUSTUS H SHAW IV

JUDGE MCDOWELL

FILING REJECTED

The Court is in receipt of *Plaintiff's Notice of Record Clarification, Preservation of Objections, and Notice of Procedural and Constitutional Concerns*.

IT IS ORDERED rejecting this filing. As indicated in the Court's December 22, 2025 Order any filing which contains a caption other than that set forth in the December 22, 2025 Order would be rejected. The correct caption was stated clearly on page two of the December 22, 2025 Order. The caption Ms. Rodriguez chose to use in her December 22, 2025 filing again lists defense counsel in the caption. That is incorrect and improper.

If Ms. Rodriguez chooses to refile this document with the correct caption the Court will address it.

Case Number

CV2024-005940

Part 2 of 2

EXHIBIT 2

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

9
10 SANDRA RODRIGUEZ,
11 **Plaintiff,**
12 vs.

MARICOPA COUNTY
SUPERIOR COURT
Case No.: CV2024-005940
Judge David McDowell,

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION an Arizona non profit
15 corporation; FOCUS HOA
16 MANAGEMENT, LLC, and Arizona
17 limited liability company; HARMIN
18 CADIS, BROOKE SORTOR, ANNA
19 SCHULTZ
20 **Defendants,**

[PROPOSED]
CLEAN VERSION:
AMENDED CIVIL
COMPLAINT

21 **I. JURISDICTION AND VENUE**

22
23 Jurisdiction is proper in the Maricopa County Superior Court pursuant to A.R.S. § 12-123,
24 12-401, 12-541 et seq., and Article 6, § 14 of the Arizona Constitution, because the events, acts,
25 and omissions giving rise to this action occurred in Maricopa County; the subject property is
26 located in Maricopa County; and Plaintiff is a resident of Maricopa County.

27 Defendant Gardens Gilbert Community Association (“GGCA”), its Board of Directors—
28 including former President Anna Schultz—and third-party management company Focus HOA

1 Management, LLC, conduct business, exercise authority, and perform HOA-governance
2 functions within Maricopa County. The claims asserted arise directly from those activities.

3 Plaintiff further asserts claims under federal law, including the Fair Housing Act, 42
4 U.S.C. § 3617, and 42 U.S.C. §§ 1983 and 1985. Arizona state courts possess concurrent
5 jurisdiction over these federal causes of action, making this Court an appropriate and competent
6 forum to adjudicate all state and federal issues in one consolidated proceeding. See *Arizona v.*
7 *Manypenny*, 451 U.S. 232, 243 n.17 (1981).

8 Venue is proper in Maricopa County under A.R.S. § 12-401 because Defendants reside,
9 transact business, or may be found in this County; the real property that is the subject of the
10 dispute is located in this County; and the substantial majority of the acts, omissions, injuries, and
11 violations alleged herein occurred in Maricopa County.

12 **II. DISCOVERY TIER**

13
14 Pursuant to Rule 26.2(c)(3) of the Arizona Rules of Civil Procedure, this case should be
15 assigned to Tier 3 because Plaintiff seeks \$300,000 or more in damages, along with substantial
16 non-monetary, injunctive, and declaratory relief, including orders compelling architectural
17 approvals, access to records, and compliance with A.R.S. Title 33 and federal civil-rights
18 protections.

19 **III. PARTIES**

20
21 **Plaintiff Sandra Rodriguez** (*"Plaintiff"*) is an individual residing in Maricopa County,
22 Arizona, and is the owner of a residence within the Gardens Gilbert Community Association
23 (*"GGCA"*).

24 **Defendant Gardens Gilbert Community Association** (*"GGCA"*), including its current
25 and (*Anna Foss, Josh Dick, Sara Herrera, Corey Krebs, and Coyan Bidwell*) former Board of
26 Directors (*Anna Schultz, Sarah Herrera, Coyan Bidwell, Kristene Celaya, and Jennifer Watkins*),
27 is an Arizona nonprofit corporation and planned community association organized under A.R.S.
28 Titles 10 and 33. GGCA is responsible for enforcing its CC&Rs, Bylaws, Articles of
Incorporation, and governing documents; maintaining common areas; conducting architectural

1 review; and complying with all applicable Arizona HOA statutes. GGCA must administer these
2 duties in a fair, non-discriminatory, and non-retaliatory manner. GGCA is liable for negligence,
3 gross negligence, breach of contract and governing documents, discriminatory and retaliatory
4 practices, civil conspiracy, and for the acts and omissions of its Board members, officers,
5 employees, and agents.

6 **Defendant Focus HOA Management, LLC** (*Focus HOA*) is an Arizona limited
7 liability company retained by GGCA to perform management, enforcement, administrative, and
8 architectural-review functions, including owner communications and statutory records
9 compliance. Focus HOA is liable for negligence, gross negligence, breach of delegated duties,
10 intentional torts, discriminatory and retaliatory conduct, abuse of process, and civil conspiracy
11 carried out through its managers and employees.

12 **Defendant Anna Schultz** is an Arizona resident and former GGCA Board
13 President/Board Member who personally participated in or ratified acts of retaliation,
14 discrimination, suppression of governance rights, obstruction of records access, and interference
15 with Plaintiff's architectural approvals. Schultz is personally liable for negligence, intentional
16 torts, discrimination, retaliation, breach of fiduciary and statutory duties, and civil conspiracy.

17 **Defendant Harmin Cadis** is an Arizona resident and principal or senior executive of
18 Focus HOA Management, LLC and, upon information and belief, acted as an agent for GGCA.
19 Cadis had direct notice of ongoing health, sanitation, and safety violations affecting Plaintiff, yet
20 failed to take corrective action, encouraged or ratified discriminatory and retaliatory conduct, and
21 participated in suppressing Plaintiff's records, architectural submissions, and complaints. Cadis
22 is personally liable for negligence, gross negligence, intentional torts, retaliation, discrimination,
23 breach of statutory duties, and civil conspiracy.

24 **Defendant Brooke Sortor** is an Arizona resident and senior manager/VP of Management
25 Services for Focus HOA. She exercised direct authority over enforcement decisions, architectural
26 approvals, records compliance, and communications for GGCA. Sortor personally engaged in
27 discriminatory, retaliatory, negligent, grossly negligent, and intentional obstructive conduct
28 toward Plaintiff, including denying health-related requests, blocking architectural submissions,
withholding records in violation of A.R.S. § 33-1805, coordinating threats of litigation, and

1 restricting communications. Sortor is personally liable for negligence, gross negligence,
2 intentional torts, retaliation, discrimination, breach of statutory duties, abuse of process, and civil
3 conspiracy.

4 **Agency and Personal Liability.** At all relevant times, each individual Defendant acted
5 both personally and as an agent, employee, officer, or representative of GGCA and/or Focus
6 HOA. Each knowingly participated in, directed, ratified, or conspired in the wrongful conduct
7 described in this Complaint and is jointly and severally liable for Plaintiff's injuries under theories
8 including negligence, gross negligence, intentional torts, breach of duty, discrimination,
9 retaliation, First Amendment violations, abuse of process, and civil conspiracy.

10 **IV. STATEMENT OF FACTS AND BREACH**

11 **A. RETALIATION, DISCRIMINATION, AND CIVIL RIGHTS VIOLATIONS**

12
13 For more than two years now, Defendants Gardens Gilbert Community Association
14 ("*GGCA*"), Focus HOA Management, LLC ("*Focus HOA*"), board members Anna Schultz and
15 Brooke Sortor, Focus HOA owner/president Harman Cadis (Cadis), and attorney Augustus H.
16 Shaw IV have engaged in a continuous, coordinated pattern of retaliation, discrimination,
17 selective enforcement, governance suppression, and civil-rights violations directed at Plaintiff
18 Sandra Rodriguez. Plaintiff is a Mexican American single mother who moved into Gilbert,
19 Arizona—one of the most expensive cities in the state—financially stable, current on all
20 obligations, and having prepaid her HOA assessments for one year. Rather than treat her as a
21 valued homeowner, Defendants quickly turned her into a financial and litigation target,
22 weaponizing fees, violations, liens, legal threats, and procedural abuse in an effort to extract
23 money and ultimately jeopardize her home.

24 This pattern of retaliation began only after Plaintiff engaged in protected activity under
25 A.R.S. Title 33, the CC&Rs, the Fair Housing Act, and the federal and Arizona Constitutions,
26 including: reporting unsanitary and unsafe conditions; requesting records under A.R.S. § 33-
27 1805; seeking uniform CC&R enforcement; attempting to vote and serve in HOA governance;
28 submitting emergency architectural applications to remediate toxic mold and water intrusion; and
petitioning courts and government agencies for relief when Defendants obstructed statutory
processes.

1 Plaintiff purchased her home on or about June 23, 2023 and moved in on July 5, 2023.
2 Immediately, she discovered she had not been provided a mailbox key or pool key and went in
3 person to Focus HOA's office on July 6, 2023 with her two children to request assistance. During
4 this earliest interaction—before any disputes existed—Focus staff and management observed
5 Plaintiff's race, familial status, and out-of-state relocation, and learned that she was financially
6 stable and what seemed to be doing well financially, had prepaid assessments, and was a new
7 first-time homeowner simply trying to understand community procedures.

8 Approximately two months after this initial visit, Rodriguez received her first paint
9 violation on September 14, 2023, despite numerous neighboring homes exhibiting equal or
10 greater deterioration that were not cited. Shortly thereafter, on September 24, 2023, an overgrown
11 tree in an HOA-maintained common area collapsed onto Plaintiff's patio, blocking her entrance
12 and creating a significant safety hazard. This incident reflected deficiencies in routine
13 maintenance of HOA-maintained common areas, raising concerns given the maintenance "*high*
14 *standards*" articulated in GGCA's CC&Rs. Plaintiff immediately emailed Assistant Manager
15 Jason Alcom, who arranged removal the same day or shortly thereafter, demonstrating that
16 Defendants has the authority and were fully capable of responding quickly when addressing
17 health and safety issues when they chose to do so. After Plaintiff began asking Brooke Sortor how
18 assessments were being used and raising concerns about community maintenance and conditions,
19 the tone shifted. Sortor immediately threatened legal action over dues even though Plaintiff had
20 paid her assessments in full for the entire year in advance. Rodriguez then received additional
21 retaliatory paint violations dated September 27, 2023 and November 7, 2023, despite already
22 receiving similar or worse deterioration on nearby homes that were not cited. Although a brief
23 extension was granted on October 2–3, 2023, a pattern of selective and punitive enforcement had
24 already begun. (*See 12-16*)

25 **B. PET WASTE, UNLEASHED DOGS, AND HEALTH HAZARDS**

26 On November 27, 2023, Plaintiff—then a homeowner in good standing and entitled to full
27 protections under the governing documents—reported serious sanitation and safety hazards to
28 Focus HOA Management, LLC through Community Manager Brooke Sortor. Plaintiff
documented that unleashed dogs and their owners were repeatedly roaming onto and trespassing
onto her private property, that dog urine was pooling within inches of her exterior walls and

1 bedroom window, and that strong ammonia-like odors were present, causing adverse health
2 effects to Plaintiff and her children. (See Exh 17)

3 Rodriguez explained that a neighboring resident repeatedly entered the limited common
4 area adjacent to her home and allowed his dog to urinate directly on Plaintiff's window, wall and
5 bushes immediately outside her master bedroom. Several incidents involved dog owners
6 themselves entering or permitting their animals to enter Plaintiff's lot without permission, further
7 threatening Plaintiff's safety, privacy, and quiet enjoyment. Plaintiff supported these reports with
8 photographs and written documentation and requested enforcement of existing leash, trespass,
9 nuisance, and sanitation provisions of the CC&Rs.

10 Rather than treating the reports as legitimate health and maintenance concerns, Sortor
11 responded dismissively and defensively. She insisted that the bushes and area beside Plaintiff's
12 home were "*community property*," asserted that neither the neighbor nor the dog had acted
13 improperly, and disclaimed responsibility for enforcing ongoing sanitation, maintenance,
14 nuisance and/or pet-control requirements. When Plaintiff explained the severity of the odors and
15 the fact that she and her children were required to live and sleep in close proximity to the
16 contamination, Community Manager Brooke Sortor disclaimed responsibility claiming "*It is
17 crucial to understand that Focus Management does not have the authority to make decisions, as
18 we are not the HOA*," declined to provide assistance, and responded in an increasingly dismissive
19 and hostile manner. This response contrasted sharply with the prompt and professional action
20 previously taken by Assistant Community Manager John Alcom in addressing a separate fallen-
tree safety hazard affecting Plaintiff's property. (See Exh. 82)

21 Plaintiff further alleges that meaningful action by Sortor occurred only after Plaintiff
22 persistently advocated for herself, carefully documented the conditions, and repeatedly sought
23 resolution through written communications and follow-up requests. Absent Plaintiff's sustained
24 and documented advocacy, Sortor and the defendants would have continued to disregard the issue
25 or foreclosed further communication. Plaintiff pleads these facts to demonstrate that remediation
26 was not initiated voluntarily or in good faith, but only after Plaintiff undertook significant efforts
27 to protect her family's health and safety and to compel compliance with the Association's
28 obligations.

1 Despite Plaintiff's clear photographic and written proof, Defendants—including
2 Community Manager Brooke Sortor—took little to no corrective action, failed to enforce CC&R
3 provisions governing pet control, nuisance abatement, trespass prevention, and resident health
4 and safety, and did not communicate any inspection, investigation, or remediation plan. Instead,
5 Sortor acknowledged in writing that the Association had no designated pet-waste areas and
6 expressly disclaimed responsibility for ongoing sanitation or cleanup, even as Defendants refused
7 to enforce existing leash and nuisance restrictions. When Plaintiff sought to escalate the matter
8 due to continued inaction and Sortor's increasingly hostile responses, Sortor refused to identify a
9 supervisor, the names and contact information of the GGCA Board of Directors or provide any
10 alternative point of contact, effectively foreclosing internal resolution. (*See Exhs. 17-21*)

11 As the hazardous conditions persisted, Plaintiff continued to document and report repeated
12 trespass, accumulation of dog feces and urine, and resulting noxious odors on HOA common
13 property adjacent to her home, supplying photographs, videos, eyewitness accounts, and
14 information regarding adverse health impacts (*see, e.g., Exs. 136-140; see also Ex. 16*).

15 Beginning on December 11-13, 2023, after Community Manager Brooke Sortor
16 repeatedly denied responsibility for enforcing the CC&Rs, disclaimed authority to ensure ongoing
17 sanitation or pet-waste abatement, and limited any potential response to a purported "*one-time*
18 *cleanup*," Plaintiff escalated her concerns to Defendant Harman Cadis. In written
19 communications, Plaintiff detailed the ongoing pet-waste hazards, repeated trespass by dogs and
20 their owners onto her private property, visible urine and feces near her bedroom window, and
21 persistent ammonia-like odors affecting her family's health. Plaintiff further described Sortor's
22 hostile tone, refusal to assist, and her statement that the only way to notify neighbors would be to
23 "*add [Plaintiff's] name to the complaint*," thereby shifting enforcement responsibility onto the
24 reporting homeowner and creating foreseeable tension and conflict with neighboring residents.
25 Plaintiff respectfully requested reassignment to a neutral manager to ensure enforcement of the
26 governing documents and prevent further escalation. (*Exhs. 73, 77*).

27 Cadis declined to intervene. In multiple written responses during this period, he redirected
28 Plaintiff back to Sortor despite Plaintiff's documented reports that Sortor had refused to enforce
the CC&Rs or remediate the ongoing sanitation and safety hazards. In doing so, Cadis repeatedly
represented to Plaintiff that he was "*just an employee*," was not the HOA president, was not a

1 decision-maker, and was “*not the appropriate point of contact,*” while simultaneously refusing
2 to provide Board contact information or identify any alternative avenue for review or oversight.
3 These representations were made despite Cadis’s contemporaneous involvement in management
4 communications and his authority within Focus HOA Management. (See Exhs 74-76)

5 Cadis further stated that Sortor was his “*equal*” and would continue handling the matter,
6 even after Plaintiff expressly advised that Sortor had denied responsibility for enforcement,
7 disclaimed authority to act, and escalated tensions with neighboring residents by shifting
8 enforcement responsibility onto Plaintiff. Cadis did not correct Sortor’s misstatements regarding
9 enforcement requirements, did not assign a neutral manager, and did not initiate any independent
10 review, inspection, or remediation.

11 Plaintiff relied on Cadis’s representations regarding his purported lack of authority and
12 continued to direct her concerns through the management channels he identified. As a result, the
13 unsanitary conditions persisted without enforcement or abatement, and the conflict with
14 neighboring residents intensified. Cadis’s repeated redirection and mischaracterization of his role
15 delayed corrective action, contributed to a hostile environment, and prolonged the health and
16 safety impacts experienced by Plaintiff and her children.

17 During this same period, Sortor acknowledged in writing that there were no designated
18 pet-waste areas, disclaimed responsibility for ongoing cleanup, and advised that no further action
19 would be taken absent additional “*proof,*” including photographs of both the dog and its owner
20 together—requirements not found in the CC&Rs, Arizona law, or Town of Gilbert ordinances.
21 Sortor further instructed Plaintiff to pursue animal control rather than enforce the Association’s
22 own rules, while the unsanitary conditions persisted.

23 **1. ASSOCIATION DRIVEN ENFORCEMENT REQUIRED BY**
24 **GOVERNING DOCUMENTS**

25 Neither the CC&Rs, the Bylaws, nor the Articles of Incorporation require the identity of
26 a complaining homeowner to be disclosed as a condition of enforcement. To the contrary, the
27 CC&Rs place enforcement authority squarely with the Association and its managing agents,
28 obligating the Association to maintain, manage, and control the Common Areas, abate nuisances,

1 enforce use restrictions (including pet and leash rules), and protect residents' quiet enjoyment of
2 their homes and the community.

3 Specifically, the CC&Rs require the Association to maintain and repair the Common
4 Areas and assume responsibility for their condition (CC&Rs § 6.01 [Maintenance of Common
5 Areas]); prohibit nuisances and unsanitary conditions affecting the Project or any portion thereof
6 (CC&Rs § 3.03 [Nuisances]); impose rules and use restrictions, including those governing
7 animals and conduct affecting common areas (CC&Rs §§ 3.01–3.05 [Residential Use; Nuisances;
8 Animals]); and vest enforcement authority exclusively in the Association, not individual owners
9 (CC&Rs Article 10, §§ 10.01–10.06 [Enforcement]).

10 The CC&Rs expressly contemplate that violations are identified, investigated, and
11 enforced by the Association, not by individual homeowners, and they contain no requirement that
12 a reporting owner be named, publicly identified, or associated with a violation as a prerequisite
13 to enforcement.

14 Likewise, the Bylaws require the Board of Directors and its delegated managing agents to
15 act in good faith, exercise ordinary care, and manage the affairs of the Association in the best
16 interests of the membership, including enforcing the governing documents through professional
17 management. The Bylaws do not authorize management to condition enforcement on disclosure
18 of a complainant's identity, to deter or suppress complaints, or to refuse enforcement unless a
19 homeowner agrees to be named.

20 The Articles of Incorporation confirm that the Association exists to protect the health,
21 safety, and welfare of its members. Article II provides that the Association's purposes include "*to*
22 *manage, maintain, preserve and care for the Common Areas*" and "*to provide for the orderly*
23 *development, maintenance, preservation and architectural control of the Property,*" placing
24 sanitation, hazard abatement, and remediation squarely within the Association's core obligations.
25 Nothing in the Articles permits sanitation or safety hazards to persist absent a named accuser, nor
26 do they authorize exposing residents to foreseeable conflict or retaliation as a condition of
27 enforcement.

28 Taken together, the governing documents establish an Association-driven enforcement
scheme, not a complainant-driven one. Conditioning enforcement on "*adding the homeowner's*

1 *name to the complaint*” has no basis in the CC&Rs, the Bylaws, or the Articles of Incorporation,
2 improperly shifts enforcement responsibility away from the Association, and is inconsistent with
3 Defendants’ contractual and fiduciary obligations to maintain common areas and protect
4 residents’ health, safety, and quiet enjoyment. Within days of Plaintiff’s escalation to Cadis,
5 Defendants escalated through legal counsel. On December 15, 2023, GGCA’s attorney, Augustus
6 H. Shaw IV, issued a cease-and-desist letter asserting that the pet-waste issues had been
7 “resolved” and directed Plaintiff to cease further communications. The letter was transmitted to
8 Plaintiff on December 16, 2023. At the time it was issued and delivered, no cleanup or
9 remediation had occurred; dogs continued to be walked unleashed; dogs and their owners
10 continued to trespass onto Plaintiff’s private property; feces and urine remained in the parking lot
11 and surrounding common areas; and strong fecal odors persisted in the outdoor air near multiple
12 entry points to Plaintiff’s home.

13 Throughout December 2023 and into early 2024, Plaintiff contemporaneously
14 documented these conditions through emails, photographs, videos, and formal complaints.
15 Plaintiff reported visible feces and urine staining, repeated trespass incidents by both dogs and
16 their owners, vandalism or removal of “No Trespassing” signage installed after guidance from
17 Town of Gilbert authorities, and worsening odor conditions that interfered with safe entry and
18 exit from her home and aggravated respiratory and allergy symptoms.

19 Plaintiff made modest and reasonable requests that GGCA and Focus enforce existing
20 leash and pet-waste rules, sanitize affected common-area surfaces, and notify repeat violators—
21 requests fully consistent with Defendants’ duties under the CC&Rs, Bylaws, and Articles of
22 Incorporation to maintain common areas and promote residents’ health, safety, and welfare.
23 Instead of acting, Defendants imposed fabricated hurdles, mischaracterized Plaintiff as the source
24 of the problem, and routed communications through counsel to suppress further reporting.

25 **2. CONTINUED NUISANCE, RETALIATION, AND FAILURE TO ACT 26 AFTER ACTUAL NOTICE**

27 Between February 1, 2024 and March 19, 2024, Plaintiff continued to report unresolved
28 pet-related safety issues to Focus HOA Management and the Gardens of Gilbert Community
Association Board, as reflected in the contemporaneous emails, pictures, videos, and

1 correspondence identified in the attached Master Exhibit Index. These reports concerned repeated
2 incidents of unleashed dogs running at large, trespass onto Plaintiff's property, and persistent foul
3 odors from dog waste in common areas adjacent to Plaintiff's home.

4 On February 1, 2024, after prior HOA communications failed to stop the conduct, Plaintiff
5 contacted Animal Control regarding ongoing unleashed-dog incidents. That same date, Plaintiff
6 reported the situation to Focus HOA in writing, documenting that the issue was continuing and
7 requesting that the Association address it. (*See Exs. 149–150; Master Exhibit Index entries dated*
8 *02/01/24.*)

9 The conduct continued. On February 5, 2024, Plaintiff sent a detailed email to Focus HOA
10 (info@focushoa.com), copying HOA counsel Augustus H. Shaw IV and Focus owner of Focus
11 HOA Management, LLC and current GGCA Community Association Statutory Agent Harman
12 Cadis, attaching multiple videos recorded that day showing three separate dogs running at large
13 and unleashed in common areas. In that email, Plaintiff stated that the problem was ongoing, that
14 prior statements indicating the issue had been resolved were inaccurate, and that leash rules were
15 not being enforced. (*See Ex. 153 and supporting video exhibits dated 02.05.24; Master Exhibit*
16 *Index.*)

17 Plaintiff received no substantive response to the February 5 report. On March 19, 2024,
18 Plaintiff sent a follow-up email stating that she had never received any response to her prior
19 reports regarding the unleashed-dog incidents. (*See No-Response Email dated 03/19/24; Master*
20 *Exhibit Index entries Feb.–Mar. 2024.*) During this same period, the activity escalated to the point
21 that Plaintiff contacted the Town of Gilbert Police Department to stop continued trespass and
22 unleashed-dog activity occurring near her home, which was causing fear and distress for Plaintiff
23 and her children.

24 A neighboring resident subsequently acknowledged the dog issue in writing and
25 apologized, confirming that the condition Plaintiff reported in November 2023 was real and
26 ongoing and attributable to identifiable residents. (*See Ex. 150-152, dated 02/02/24.*) Despite this
27 acknowledgment, Plaintiff continued to receive no confirmation of enforcement action from the
28 Association and/or third party agents acting on their behalf.

1 **3. LEGAL SIGNIFICANCE OF THE FORGOING UNDER ARIZONA LAW**

2 Plaintiff did not seek perfection or extraordinary measures. As reflected in her
3 contemporaneous emails, photographs, videos, and written notes, Plaintiff sought only to stop
4 repeated foul odors, unleashed dogs, and ongoing trespass onto her property that were disrupting
5 her family’s daily living conditions and causing health concerns, fear, and distress. The conduct
6 at issue violated applicable municipal and state animal-control laws, including Town of Gilbert
7 Code § 6-60, which prohibits dogs from running at large without a leash, Town of Gilbert Code
8 § 6-62, which requires the prompt disposal of animal fecal matter, and A.R.S. § 11-1012, which
9 prohibits dogs from running at large when off the owner’s property.

10 The violations occurred in Association-controlled common areas, which are not the dog
11 owner’s private property and are accessible to other residents. Under Arizona law, animal-control
12 statutes regulate conduct, not land ownership, and apply in shared or quasi-public spaces
13 regardless of HOA ownership or “*private community*” status. Accordingly, unleashed dogs in
14 HOA common areas violate both state law and municipal code, notwithstanding any HOA
15 representations that the issue had been “*resolved*.” The Association approved pet-waste services
16 in late December 2023—following video documentation provided by Plaintiff—and later issued
17 a community notice dated January 22, 2024, the conditions documented in February and March
18 2024 did not cease. Contemporaneous video and documentary exhibits identified in the Master
19 Exhibit Index show multiple instances of dogs running at large, repeated fecal contamination in
20 common areas, and continued trespass onto Plaintiff’s property after those measures were
21 implemented. These conditions persisted notwithstanding written assurances that the issues had
22 been addressed.

23 During this same period, and despite the persistence of the conditions, Defendants and
24 their legal counsel, Augustus H. Shaw IV, issued cease-and-desist correspondence dated
25 December 15, 2023 and January 4, 2024, asserting that the issues had been resolved and warning
26 Plaintiff against continued communications and threatening litigation. As demonstrated by the
27 subsequent February and March 2024 evidence, those representations were inaccurate and
28 misleading and were not accompanied by effective enforcement or abatement of the reported
violations.

1 Plaintiff repeatedly reported the ongoing violations to Focus HOA Management and the
2 Board, providing detailed notice and supporting evidence of continued noncompliance with
3 municipal leash and sanitation requirements. Despite actual notice, Defendants failed to take
4 reasonable or effective enforcement action, continued to represent that the conditions were
5 resolved, and allowed the same hazards to persist. The record further reflects that meaningful
6 abatement began only after Plaintiff contacted animal control, the Town of Gilbert Police
7 Department, and other municipal authorities, underscoring that the nuisance and safety violations
8 were not remedied through Association enforcement.

9 These facts establish the elements of a private nuisance under Arizona law, including a
10 substantial and unreasonable interference with Plaintiff's use and enjoyment of her property
11 through recurring odors, unleashed animals, and trespass that continued after notice. See *Armory*
12 *Park Neighborhood Ass'n v. Episcopal Cmty. Servs.*, 148 Ariz. 1, 712 P.2d 914 (1985). They also
13 satisfy the elements of negligence, as Defendants owed a duty to enforce governing rules and
14 mitigate known safety hazards in common areas, breached that duty after repeated notice, and
15 foreseeably caused harm requiring municipal intervention. See *Gipson v. Kasey*, 214 Ariz. 141,
16 150 P.3d 228 (2007).

17 The same conduct further supports a breach of fiduciary duty claim. Under Arizona law
18 and the Association's CC&Rs and Bylaws, Defendants owed homeowners duties of good faith,
19 loyalty, and reasonable care in uniformly enforcing rules and protecting residents' health, safety,
20 and quiet enjoyment. By issuing threatening cease-and-desist letters while failing to abate known
21 hazards, misrepresenting that conditions were resolved, and discouraging further reporting while
22 the nuisance persisted, Defendants acted contrary to those obligations. See *Ahwatukee Custom*
23 *Estates Mgmt. Ass'n v. Turner*, 196 Ariz. 631, 2 P.3d 1276 (App. 2000).

24 These facts are pleaded to document the chronology, persistence, and escalation of the
25 safety issues following written notice to the Association and to establish the factual foundation
26 for the allegations that follow. The Association's handling of Plaintiff's safety reports occurred
27 during the same period in which Plaintiff was requesting records, questioning Association
28 practices, and engaging in governance activity. The next section addresses how Defendants' responses to Plaintiff's safety complaints intersected with broader restrictions on her access, communications, and participation.

1 **C. PLAINTIFF'S PROACTIVE MITGATION EFFORTS, MUNICIPAL**
2 **INVOLVEMENT, AND FORESEEABLE HARM**

3 *(Negligence / Premises Liability)*

4
5 As mentioned previously, Defendants had actual notice that common areas immediately
6 adjacent to Plaintiff's home were being used in a manner that created ongoing sanitation, trespass,
7 and safety hazards. Despite this notice, Defendants refused to take reasonable steps to abate the
8 conditions, resulting in foreseeable harm. *(See Exh 244, 280-281)*

9 As the conditions persisted and Defendants refused to act, Plaintiff undertook extensive
10 good-faith efforts to mitigate the hazards herself in order to protect her family's health. Plaintiff
11 had recently purchased the property a few months prior to reported incident in November 2023,
12 which had been vacant for an extended period and is located on a corner lot partially obscured by
13 perimeter walls. Plaintiff reasonably believed the configuration contributed to residents treating
14 the area as unoccupied and initially attempted to resolve the issue through non-confrontational
15 means rather than enforcement.

16 Plaintiff personally and respectfully spoke with neighboring residents, explained that her
17 home was occupied, and requested that dogs not be walked off-leash, trespass onto her property,
18 or urinate or defecate near her residence due to serious health concerns affecting her family.
19 Plaintiff explained that the unsanitary conditions were making her and her children sick. At the
20 time of these conversations, Plaintiff was visibly ill, had a raspy and impaired voice, and was
21 recovering from pneumonia related to hazardous environmental exposure. Despite these efforts,
22 residents continued to walk dogs unleashed, trespass onto Plaintiff's lot, and allow animals to
23 deposit waste within inches of Plaintiff's exterior walls and bedroom window.

24 Plaintiff undertook reasonable, nonconfrontational measures to protect the use and
25 enjoyment of her dwelling, including posting signage requesting pet-waste removal and
26 prohibiting trespass, and deploying natural and commercial dog deterrents. These efforts were
27 ineffective. The signage was subsequently removed by Sortor without notice, interfering with
28 Plaintiff's ability to deter ongoing trespass and evidencing continued monitoring of the areas
immediately adjacent to Plaintiff's residence. *(See Exh. 185.)* Plaintiff further incurred out-of-
pocket expenses to purchase a pressure washer, disinfectants, and cleaning agents in order to

1 repeatedly decontaminate parking areas, walkways, and other surfaces near her home. Any relief
2 was temporary; within hours—frequently after sundown—residents again permitted dogs to
3 trespass, roam off-leash, and deposit urine and feces in the same locations, substantially burdening
4 Plaintiff’s use and enjoyment of her home and reinforcing the futility of self-help measures in the
5 absence of Association intervention as demonstrated with video evidence.

6 During this period, Plaintiff and her children experienced repeated illness, including
7 respiratory symptoms, allergy flare-ups, and pneumonia diagnoses. Persistent fecal and ammonia-
8 like odors interfered with safe entry and exit from the home, prevented opening doors and
9 windows, and rendered outdoor areas unusable for Plaintiff’s children.

10 As Defendants continued to refuse enforcement and redirected responsibility back to
11 Plaintiff, escalation became foreseeable. Plaintiff was forced to seek municipal assistance only
12 after HOA inaction persisted. On December 23, 2023, the Gilbert Police Department responded
13 to a leash-law violation at Plaintiff’s address (Call No. GI2023191280). On January 27, 2024,
14 officers responded to a neighbor dispute arising from continued trespass and dog activity (Call
15 No. GI202413865). On February 26, 2024, the Gilbert Police Department again responded to
16 Plaintiff’s residence for citizen assistance arising from continued dog-related disputes, including
17 ongoing trespass by neighbors and unsanitary conditions associated with dogs being walked off-
18 leash in the common areas adjacent to Plaintiff’s home (Call No. GI202429490). The Gilbert
19 Police Department’s Premise History confirms repeated calls associated with dog-related
20 violations and neighbor conflict at Plaintiff’s residence during this period. (*See Exhs 170-173*)

21 Plaintiff also contacted Animal Control on multiple occasions—at least three to five
22 incidents—after repeated off-leash violations and unsanitary conditions persisted. These
23 municipal contacts corroborate that Plaintiff sought assistance only after Defendants declined to
24 enforce their own rules. Town of Gilbert Police (all three Town of Gilbert Police Officers and
25 Animal Control confirmed the homeowner’s association should have been mitigating this
26 problem.

27 Under the CC&Rs, Defendants retained exclusive control over the common areas and
28 were obligated to maintain them in a clean, sanitary, and safe condition; abate nuisances; enforce
leash and pet-waste restrictions uniformly; prevent trespass; and protect residents’ quiet

1 enjoyment (*See Exh. 1, CC&Rs*) Municipal ordinances likewise prohibit dogs from running at
2 large and require pet waste removal. These duties made the harm foreseeable once Defendants
3 received repeated notice of ongoing violations.

4 Defendants' failure to act—despite actual notice, repeated complaints, and escalating
5 municipal involvement—breached their duty of reasonable care. By shifting enforcement
6 responsibility onto Plaintiff and declining to abate known hazards, Defendants foreseeably caused
7 continued exposure to unsanitary conditions, neighbor conflict, and injury to Plaintiff and her
8 children.

9 **D. GOVERNANCE, ACCESS, RETALIATION, AND RECORDS**
10 **OBSTRUCTION**

11
12 **1. STATUTORY AND GOVERNANCE CONTEXT**

13 Gardens Gilbert Community Association ("*GGCA*") operated as a planned community
14 subject to Arizona's Planned Community Act ("*PCA*"), including A.R.S. § 33-1804, which
15 governs open meetings, advance notice, agendas, and homeowner participation. GGCA also
16 operated as a nonprofit corporation governed by the Arizona Nonprofit Corporation Act,
17 including A.R.S. §§ 10-11601–11602, which require nonprofit corporations to maintain accurate
18 corporate records—such as *meeting minutes, written consents, and records of board action*—and
19 to make those records available for member inspection upon request. These statutes impose a duty
20 of transparency and good-faith governance and require that association business be conducted
21 through duly noticed open meetings with meaningful member access.

22 In addition, the Arizona Legislature enacted House Bill 2662, effective in 2024, to
23 strengthen transparency and member participation in homeowners' associations. HB 2662
24 expressly reinforces the requirement that boards provide advance notice and agendas for board
25 and membership meetings, clarifies that substantive board action must occur in open meetings
26 rather than through private or undisclosed decision-making, and enhances homeowners' ability
27 to understand and participate in association governance before votes are taken. HB 2662 reflects
28 a legislative determination that agenda transparency and open deliberation are essential to lawful
HOA governance.

1 Plaintiff attended the January 22, 2024 Board meeting to address Association business
2 directly affecting health, safety, and common-area maintenance. Plaintiff's ability to participate
3 meaningfully in that meeting was restricted, that required agendas and minutes were not made
4 available in advance or at the meeting, and that no substantive response was provided to her
5 documented reports. Rodriguez experienced continued restrictions were later imposed on her
6 broader efforts to engage in Association governance, including her attempt to run for the Board,
7 to assemble with other homeowners, and to inspect election-related and financial records.

8 Defendants' conduct resulted in Plaintiff's exclusion from the election process, denial of
9 access to Association records, removal of her HOA-portal access, and exposure to coordinated
10 hostility by individuals connected to Association leadership including their lawyer Augustus H.
11 Shaw IV. Plaintiff alleges that these actions began after she invoked statutory rights expressly
12 protected by the Planned Community Act, the Arizona Nonprofit Corporation Act, and the
13 transparency and participation requirements codified and reinforced by HB 2662, and that such
14 conduct has continued to the present day. Plaintiff remains excluded from receiving Association
15 communications, Board meeting notices and invitations, and other routine HOA information
16 provided to all homeowners. As a result, Plaintiff has been unable to inspect Association financial
17 records to verify assessments, charges, or fees imposed against her, or to meaningfully dispute
18 alleged violations or monetary demands. Defendants' continued refusal to provide financial
19 records, HOA updates, architectural forms, and other routine Association documents has
20 obstructed Plaintiff's ability to manage matters affecting her home, comply with Association
21 requirements, and exercise her statutory and due-process rights. Plaintiff alleges that these
22 exclusions and service denials are ongoing, retaliatory in nature, and have persisted following her
23 lawful requests for records, complaints, and initiation of this action, impairing her ability to
24 participate in Association governance and to protect her property and legal interests as
25 contemplated by Arizona law.

26 **2. BOARD MEETINGS, RESTRICTED HOMEOWNER PARTICIPATION, AND** 27 **CONTINUED REFUSAL TO ADDRESS PET WASTE HAZARDS**

28 In January 2024, Plaintiff attended a Gardens Gilbert Community Association ("GGCA")
Board of Directors meeting for the express purpose of addressing ongoing pet-waste
accumulation, trespass by dogs and their owners, and related sanitation hazards affecting her

1 home. Plaintiff attended in reliance on Community Manager Brooke Sortor’s December 2023
2 written communications advising that Plaintiff would need to wait until the new year to raise these
3 issues before the Board and identifying the January 22, 2024 meeting as the appropriate forum.
4 (*Exhs. 134-138, 144, 148, 153*)

5 By the time Plaintiff appeared before the Board on January 22, 2024, Defendants had
6 shifted into a restrictive and enforcement-oriented posture toward Plaintiff. Prior to the meeting,
7 Defendants—despite having actual notice of ongoing pet-waste, trespass, and sanitation
8 hazards—issued violation notices against Plaintiff, engaged legal counsel, restricted Plaintiff’s
9 communications, and imposed escalating procedural barriers, without providing Plaintiff
10 meaningful access to Association governance, uniform enforcement of the CC&Rs, or any
11 articulated remediation plan addressing the hazards Plaintiff had repeatedly reported since at least
12 November 2023. (*Exhs. 79, 80, 88, 89, 90, 100, 108.*)

13 During this same period, Community Manager Sortor and GGCA counsel Augustus H.
14 Shaw IV communicated with Plaintiff regarding her reports. Those communications contained
15 inconsistent and inaccurate representations regarding enforcement authority, governing-
16 document requirements, the status of reported violations, and applicable legal standards. Rather
17 than addressing the documented conditions, Sortor repeatedly deferred to counsel, misstated
18 enforcement requirements, and relayed legal positions that were later contradicted by subsequent
19 disclosures and record postings. Counsel Shaw likewise transmitted correspondence asserting that
20 the issues had been “*resolved*” or were solely within Board discretion, despite Plaintiff’s
21 contemporaneous documentation and email communications reflecting ongoing conditions. (*See*
Exhs. 85-86)

22 These representations were made while no inspection, cleanup, enforcement action, or
23 remediation had occurred. Instead, Defendants relied on cease-and-desist correspondence, threats
24 of legal action, and shifting explanations of governing requirements, placing Plaintiff in a posture
25 of responding to enforcement pressure while the underlying health-and-safety hazards remained
26 unaddressed.

27 The January 22, 2024 Board meeting was facilitated by Community Manager Brooke
28 Sortor and presided over by Board President Anna Schultz. At the outset of the meeting, Plaintiff

1 requested a copy of the meeting agenda but received no response. No agenda had been posted in
2 advance of the January 22, 2024 meeting, and Plaintiff was repeatedly informed that no agenda
3 was available in the Association's online portal.

4 At the time of the meeting, agendas, notices, and meeting minutes for multiple prior
5 months—and in some instances years—were unavailable through the Association's records
6 systems. (See *Exhs. 146-147, 216-217.*) This absence of records was consistent with Community
7 Manager Sortor's prior written statements acknowledging that agendas and minutes had not been
8 maintained or posted.

9 As reflected in Exhibits 215 and 225, Board meeting minutes and financial reports were
10 not posted to the Association's online portal on a contemporaneous or rolling basis, but instead
11 were uploaded months late and in clustered batches. Multiple records from 2022 and 2023
12 appeared for the first time in late 2023 and March 2024, and several expected records remained
13 missing. In particular, financial reports covering late 2023 and early 2024 were not uploaded until
14 March 21, 2024—after Plaintiff filed her civil complaint and after she had repeatedly requested
15 access to records and raised concerns regarding compliance with notice, meeting, and election
16 requirements. The portal history reflects delayed, bulk posting rather than timely disclosure tied
17 to the actual meeting or reporting dates.

18 Defendants have asserted that the Arizona Nonprofit Corporation Act imposes no
19 obligation to prepare or disclose draft minutes; however, that position disregards the statutory
20 framework governing planned communities, the Arizona Attorney General's conclusion that
21 homeowners' association meetings derive their legal character from public-meeting principles
22 rather than Title 10 alone, and the Association's own governing documents, which require timely
23 notice, recordkeeping, and transparency for the benefit of members. See *Ariz. Att'y Gen. Op. 197-*
24 *012 (1997)*. A.R.S. § 38-431.01 further reflects Arizona's broader policy favoring prompt
25 availability of meeting records—an objective Plaintiff sought to enforce through reasonable
26 records requests long before these materials were belatedly posted.

27 The post-litigation upload of agendas, minutes, and financial reports demonstrates that
28 responsive records existed at the time of Plaintiff's earlier requests and that Plaintiff had been

1 denied access to them. The late postings also contradict prior representations by Defendants and
2 their counsel that such records were nonexistent or unavailable.

3 In May 2024, after Plaintiff requested election records and financial documents,
4 Defendants removed Plaintiff's access to the HOA portal despite her account being current and
5 paid in full. Thereafter, counsel Shaw directed Plaintiff to "reference the portal" for Board
6 materials while Plaintiff's access to that same system remained restricted. Despite repeated
7 follow-up requests, Plaintiff's access to the Association's member portal has not been restored,
8 and Plaintiff no longer receives Community Emails or Board meeting invitations. (See Exhs. 229–
9 235.) This ongoing denial contravenes A.R.S. § 33-1804 and § 33-1248, which require member
10 access to association records and notice of Board meetings, and effectively excludes Plaintiff
11 from information and participation required under Arizona's open-meeting requirements. (See
12 *Exhs. 229, 230, 235, 236*)

13 **3. POST LITIGATION RECORD UPLOADS AND RESTRICTION OF ACCESS**

14 As reflected in Exhibits 215, after Plaintiff filed this civil lawsuit, the Association
15 uploaded a series of Board meeting agendas, minutes, and financial reports to the HOA portal in
16 bulk and well after the dates of the meetings and reporting periods they purport to cover. Multiple
17 records from 2022 and 2023 appear for the first time with posting dates in late 2023 and March
18 2024, while other expected records remain missing altogether. The portal history reflects delayed,
19 clustered uploads rather than contemporaneous posting, including financial reports for late 2023
20 and early 2024 that were not uploaded until March 21, 2024—after Plaintiff had repeatedly
21 requested access to records and raised concerns regarding compliance with notice, meeting, and
22 election requirements. (See *Exs. 169–170.*)

23 These belated uploads demonstrate that responsive records existed at the time of
24 Plaintiff's earlier written requests and that she was previously denied access to materials that were
25 later produced only after litigation commenced. The timing and manner of the uploads contradict
26 prior representations that such records were unavailable or nonexistent and support an inference
27 that access was withheld during the period when Plaintiff sought to exercise her inspection and
28 participation rights.

1 In May 2024, after Plaintiff requested election records and financial documents,
2 Defendants removed her access to the HOA portal despite her account being current and paid in
3 full. Counsel thereafter directed Plaintiff to “*reference the portal*” for Board materials while
4 knowing that her access to that system had been restricted. Plaintiff’s portal access has not been
5 restored to date, despite repeated follow-up requests. (See Exhs 180-183,203, -212, 216-219.)

6 The removal and continued restriction of Plaintiff’s Association portal access materially
7 impeded her ability to review financial records, governing documents, Board agendas, and
8 meeting minutes. This restriction occurred *after* Plaintiff requested election procedures, financial
9 disclosures, and meeting information to which she was entitled as a homeowner.

10 Despite multiple written requests, the Association’s managing agent, Augustus Shaw,
11 failed to provide the requested election materials and financial records within the statutorily
12 required ten-day period. Instead of curing that failure, Mr. Shaw imposed a newly created policy
13 that restricted Plaintiff’s access and communications in a manner not applied to other
14 homeowners. This policy was directed specifically at Plaintiff and was implemented following
15 her records requests, resulting in differential treatment based solely on her exercise of protected
16 rights.

17 As reflected in subsequent correspondence, the Association continued to withhold
18 meeting information, minutes, and election-related materials while maintaining the access
19 restrictions. The timing and scope of these actions—occurring immediately after Plaintiff’s
20 requests for records and governance transparency—further demonstrate that the access restriction
21 operated as a retaliatory measure rather than a neutral administrative decision. (See Exhs 227-
22 228)

23 **4. FAILURE TO PROVIDE AGENDAS, MINUTE ENTRIES, AND RECORDS;**
24 **JANUARY 22, 2024 GGCA BOARD MEETING**

25 Defendants failed to timely post meeting agendas, maintain adequate meeting minutes,
26 and provide access to Board records, obstructing homeowner inspection rights and meaningful
27 participation in Association governance. Arizona’s Planned Community Act requires advance
28 notice of board meetings, availability of agendas, open meetings, and an opportunity for member
input. See A.R.S. § 33-1804(A)–(C). The statute further requires that meeting minutes be prepared

1 and made available to members within thirty (30) calendar days after the meeting. See A.R.S. §
2 33-1804(B). The minutes later provided were untimely and substantively deficient, consisting of
3 vague summaries that failed to reflect key details necessary for transparency, including matters
4 discussed, motions made, votes taken, and decisions reached, as contemplated by Arizona law
5 and the Association's governing documents.

6 For the January 22, 2024 Board meeting, no agenda was posted in advance or made
7 available through the Association's online portal. Plaintiff repeatedly requested access to the
8 agenda before and during the meeting and was informed that no agenda was available. The
9 meeting nevertheless proceeded without disclosure of agenda items or supporting materials,
10 depriving Plaintiff and other members of meaningful notice and the ability to prepare for or
11 participate in the meeting as contemplated by A.R.S. § 33-1804.

12 During the meeting, Plaintiff asked whether the meeting was being recorded and received
13 no response. Plaintiff raised her hand multiple times during designated homeowner discussion
14 periods to address governance issues, election procedures, and ongoing health and safety
15 concerns, including pet-waste accumulation, repeated dog trespass, sanitation conditions adjacent
16 to her home, and the vandalism of a pet-waste sign previously reported on December 24, 2023.
17 (Ex. 85.) Plaintiff was repeatedly ignored similar common business practice as also evidence by
18 GGCA Board of Directors Meeting (Video). (*See Exh. 223*)

19 The chat function was disabled, and Plaintiff's microphone was force-muted by
20 Community Manager Brooke Sortor with the apparent concurrence of Board President Anna
21 Schultz. When Plaintiff briefly unmuted herself to request that she not be force-muted and to
22 clarify that she had not been permitted to speak during homeowner discussion, Sortor muted her
23 again. The Board continued with meeting business without addressing Plaintiff's objections or
24 requests to participate.

25 When Plaintiff was briefly permitted to speak, she requested that pet-related issues and
26 potential solutions—including designated pet-waste areas—be placed on a future agenda.
27 President Schultz rejected the request, and Plaintiff was muted again before she could complete
28 her statements or ask follow-up questions. (*Ex. 124.*)

1 Similar to past conduct Defendant's and their legal counsel Shaw refused to provide
2 meeting minutes reflecting the substance of Board discussions, motions, votes, and decisions, as
3 required by Arizona law and the Association's governing documents. See A.R.S. §§ 33-1804, 33-
4 1805; A.R.S. §§ 10-11601, 10-11602. The minutes later produced were vague, conclusory, and
5 not timely distributed to members, further impairing transparency and member oversight.

6 These statutory violations occurred after Plaintiff submitted repeated written requests for
7 election and financial records, sought advance access to agendas, minutes, and shared meeting
8 materials, and attempted to participate in Association governance. Viewed in context, the denial
9 of agenda access, withholding of records, forced muting, and exclusion from homeowner
10 discussion singled out Plaintiff following her protected governance activity, deprived her of a
11 meaningful opportunity to be heard and to inspect Association records, and functioned to suppress
12 her participation through the exercise of authority delegated to the Association under state law,
13 rather than through neutral or uniformly applied procedures.

14 During the meeting, the Board discussed projects and expenditures Plaintiff understood
15 to exceed \$10,000. Plaintiff raised her hand to request clarification and asked why substantial
16 funds were being expended while routine common-area maintenance—including landscaping,
17 tree trimming, deteriorating brick walls, and broken signage—remained unaddressed. Plaintiff
18 was interrupted, and Community Manager Sortor stated that homeowners could not speak.
19 Plaintiff was denied participation and was not provided copies of the documents displayed or
20 discussed, including the agenda, minutes, financial summaries, budget materials, or related
21 records, despite having requested those materials nearly a month in advance.

22 Plaintiff again requested copies of the agenda, financial materials, and documents
23 referenced during the meeting both during and immediately after the meeting. Those requests
24 were denied, and no copies were provided despite written follow-up the same day.

25 Plaintiff requested an itemized breakdown of the costs discussed, including landscaping
26 and cleanup expenses. Board President Schultz stated that no such report existed and that the
27 Association would not create a "*special report*." Community Manager Sortor concurred and
28 stated that only generic summaries were available. Sortor displayed those summaries exclusively

1 through a screen-share function she controlled and declined to provide copies before, during, or
2 after the meeting, preventing independent review.

3 When Plaintiff raised concerns regarding management's handling of ongoing pet-waste
4 and sanitation issues and questioned whether Association funds were being expended on legal
5 fees instead of remediation, she was interrupted, dismissed, and muted. Plaintiff was told the
6 meeting was "not a platform" for such concerns. Sortor stated that management and the Board
7 did not advocate for homeowners, a statement to which President Schultz voiced no objection.
8 (Ex. 233, 234.)

9 After Plaintiff reiterated her request to speak and to have proposed agenda items addressed
10 at a future meeting, Sortor recommended ending the meeting. President Schultz agreed and
11 directed Plaintiff to leave. When Plaintiff declined, citing her rights as a paying homeowner to
12 participate in Association business, the Board voted to remove her from the meeting. This
13 exclusion occurred immediately following Plaintiff's protected participation.

14 Plaintiff's contemporaneous post-meeting summary reflects that another homeowner,
15 William Fiegel a white male, was permitted to appear and appeal a violation, demonstrating that
16 most homeowners were afforded notice and an opportunity to be heard, while Plaintiff was denied
17 comparable participation.

18 Despite Plaintiff's repeated written reports from November 2023 through January 2024,
19 no enforcement plan, remediation schedule, inspection findings, or timeline addressing unleashed
20 dogs, trespass, feces accumulation, or persistent odors was presented during the meeting.

21 **A. COMPARISON JANUARY. MARCH ELECTION ANNUAL MEETING,**
22 **AND MAY 2024 GGCA BOARD MEETINGS: REPEATED**
23 **RETALIATION AND EXCLUSION**

24 The retaliatory and exclusionary tactics deployed against Plaintiff during the May 2024
25 GGCA Board meeting closely mirrored those she experienced during the January 2024 meeting,
26 further establishing a persistent pattern of statutory violations and discriminatory governance.
27

28 In May 2024, Plaintiff repeatedly requested advance access to the Board meeting agenda
and supporting materials, explaining that the Board's ongoing failure to provide them impeded

1 her ability to participate in Association governance. She noted that she had “still not received the
2 agenda, supporting documents, or even confirmation of what will be discussed,” despite multiple
3 follow-up emails. (See 220-232, 233-234)

4 The agenda was not provided in advance and instead appeared only shortly before the
5 meeting and was briefly displayed on a shared screen controlled by Community Manager Sortor,
6 limiting Plaintiff’s ability to review or prepare. Plaintiff documented that prior refusals to provide
7 agenda materials, including counsel’s refusal, had been made in writing. (See Exh. 233; GGCA
8 Board of Directors Meeting (Video).

9 During the May 2024 meeting, Plaintiff was once again “muted, interrupted, and denied
10 meaningful opportunity to address agenda items. Rodriguez noted, “*I attempted to ask why
11 certain items were not discussed as promised, and was promptly muted and cut off by Ms. Sortor,
12 with Board members refusing to intervene or allow discussion.*” (Rodriguez FU Email – Summary
13 May 2024 GGCA Board of Directors Mtg, May 20, 2024).

14 Plaintiff attempted to raise longstanding concerns about health and safety hazards, as well
15 as the Board’s continued failure to address discriminatory practices, election transparency, and
16 access to records. These issues were either ignored, summarily dismissed, or tabled with no
17 explanation—mirroring her experience in January.

18 By contrast, Plaintiff observed that “*other homeowners, such as William Fiegel, were
19 permitted to speak at length regarding their own appeals, while my concerns were silenced or
20 ignored. The disparity in treatment between myself and others... is striking and cannot be
21 explained on the basis of procedure or policy.*” (See Exh. 233-234)

22 This sequence of adverse actions is strikingly similar to the events of the January 2024
23 Board meeting. Then, as now, Plaintiff’s request for the agenda was denied or ignored (“*I am
24 requesting a copy of the agenda for the upcoming meeting, as well as the supporting documents
25 referenced on the portal. I have not received any response to prior requests.*”).

26 Plaintiff was repeatedly muted, interrupted, and ultimately removed from the meeting
27 after requesting to add agenda items and speak about pet-waste hazards and Board expenditures:
28

1 *“When I tried to raise these issues, I was shut down and forcibly muted. My*
2 *efforts to clarify or add to the discussion were not acknowledged, and I was*
3 *told by Ms. Sortor that ‘this is not a platform for homeowner concerns.’”*

4 After Plaintiff insisted on her right to participate as a homeowner, the Board—with
5 President Schultz’s motion and Board member Herrera’s second—voted to forcibly remove her
6 from the meeting.

7 As Plaintiff summarized,

8 *“The message was clear: if I continued to exercise my rights, I would be*
9 *excluded from participation altogether.” (Ex. 234).*

10 Plaintiff’s emails and contemporaneous records (*See Rodriguez FU Email – Summary*
11 *May 2024 GGCA Board of Directors Mtg, May 20, 2024; Rodriguez FU Email – Today’s Board*
12 *of Directors Mtg, May 20, 2024; Ex. 124)* collectively document that the Board’s refusal to
13 provide agendas, financial records, or participation opportunities—and the repeated muting and
14 removal of Plaintiff—constituted coordinated, retaliatory obstruction of statutory rights under
15 A.R.S. §§ 33-1804 and 33-1805, as well as a continuing deprivation of due process and equal
16 protection. The deliberate disparity in treatment between Plaintiff and other white homeowners,
17 as recorded in her written follow-up, underscores a broader pattern of exclusionary governance
18 and discriminatory enforcement that persisted the start through May 2024 and beyond. (*See*
19 *GGCA Board Meeting, dated May 20, 2024 Video*)

20
21 **1. 2024 GGCA BOARD OF DIRECTORS ELECTIONS**

22 On December 18, 2023, Focus HOA Management distributed written notice to
23 homeowners stating that Gardens Gilbert Community Association’s (“GGCA”) annual meeting
24 would be held in February 2024 and that five (5) Board of Directors seats would be open for
25 election. The notice invited homeowners interested in serving on the Board to submit nomination
26 materials by January 4, 2024. (*See Ex. 134, GGCA Claiming 5 Open Seats, dated Dec. 18, 2023.*)

27 Plaintiff Sandra Rodriguez timely submitted her completed nomination form and
28 supporting materials in accordance with the stated procedures and received confirmation of

1 submission. (*See Exh. 121*) Plaintiff sought to participate lawfully in Association governance and
2 to serve on the Board.

3 Despite Plaintiff's timely and compliant submission, her name was intentionally omitted
4 from the ballot circulated to homeowners. No deficiency notice, rejection explanation, or
5 opportunity to cure was provided. In March 2024, Focus HOA Management circulated a
6 subsequent annual-meeting and election notice again stating that five open Board seats would be
7 filled and describing voting methods, including email and a promised "*personalized link*" for
8 online voting. Plaintiff again observed that her name was not included on the ballot. (*See Ex. 91-*
9 *94, 294*)

10 When Plaintiff inquired regarding her exclusion, Community Manager Brooke Sortor
11 asserted that Plaintiff's nomination form had been "*valid only for the annual meeting scheduled*
12 *on February 26, 2024,*" that the meeting had been canceled, and that the previously submitted
13 form was therefore "*invalid.*" Sortor further claimed that a new call for candidates had been sent
14 to the community and that Plaintiff failed to respond, stating that Plaintiff could proceed only as
15 a write-in candidate. Plaintiff disputed these assertions and maintained that she never received
16 the alleged second-round nomination notice.

17 Plaintiff thereafter submitted a formal written request seeking election procedures, results,
18 and related records in order to verify compliance with governing documents and applicable law
19 and to ensure a fair and lawful election process. (*See Ex. 203, Request for Election Results and*
20 *Procedures, dated Apr. 22, 2024.*) Defendants, acting through their legal counsel, Augustus H.
21 Shaw IV, did not produce the requested election records. Instead, counsel engaged in a repeated
22 pattern of refusal and obstruction through a series of written communications that denied access
23 while invoking generalized, shifting, and internally inconsistent legal objections. As reflected in
24 the email correspondence (*See Exh 203-212*), counsel (Augustus H. Shaw IV) did not produce
25 the requested Association financial/election records within the statutory timeframe, and instead
26 attempted to condition access on advance payment, "*view-only*" limitations, and shifting
27 prerequisites (including asserting—contrary to Plaintiff's written requests—that she had not
28 "*clarified*" what she sought), without identifying any CC&R/Bylaw provision or statutory
exemption authorizing those restrictions. Arizona law requires that Association records "*be made*
reasonably available for examination" and provides that the Association "shall have ten business

1 days” to fulfill a request for examination and “*ten business days*” to provide copies upon request;
2 the Association “*shall not charge*” for making materials available for review and may charge
3 only a capped per-page copy fee (currently not more than \$0.15 per page). *See A.R.S. § 33-*
4 *1805(A)*. No where in that statute does it condition access for payment. (*See Exhs. 125, 129, 130*)

5 Despite Plaintiff’s multiple written clarifications identifying specific election procedures,
6 ballots, vote tallies, verification materials, agendas, minutes, and financial records sought, counsel
7 repeatedly resent substantially identical refusal emails, often reiterating the same objections
8 verbatim while declining to produce any responsive election documentation. This course of
9 conduct prevented Plaintiff from obtaining election information to which she was entitled during
10 and immediately after the April 2024 election, and materially impaired her ability to verify
11 election compliance and to meaningfully participate in Association governance. (*See Exhs 127,*
12 *132, 135-136, 139-140, 146-147 (refusal financial records, minute entries), 137 (refusal*
13 *reasonableness blocking financial documents, 138 (Shaw refuse to provide Defendant’s Board*
14 *Meeting Info)*)

15 Following Plaintiff’s inquiries and her public announcement of candidacy, Plaintiff
16 experienced escalating hostility and retaliatory conduct. In April 2024, Plaintiff was subjected to
17 disparaging and harassing commentary on community social-media platforms, including
18 Nextdoor.com and Facebook, by individuals Plaintiff associates with Board leadership and
19 Board-affiliated residents. These interactions occurred contemporaneously with Plaintiff’s efforts
20 to assemble with other homeowners and advocate for Board reform. (*See Exs. 15–18.*)

21 Plaintiff alleges that GGCA Board President Anna Schultz and her husband, Matthew
22 Schultz, actively participated in and encouraged coordinated online attacks questioning Plaintiff’s
23 motives, credibility, and qualifications. Through the use of community social-media platforms,
24 they promoted disparaging narratives intended to discourage homeowner support for Plaintiff’s
25 candidacy and to intentionally exclude Plaintiff from service on the GGCA Board. (*See Exhs. 2–*
26 *283, 249-298.*)

27 Anna Schultz and Matthew Schultz submitted a complaint to Nextdoor.com seeking
28 Plaintiff’s removal from the neighborhood platform by challenging her eligibility or residency.
The complaint was submitted immediately following their derogatory comments and on the same

1 day those comments were posted in response to Plaintiff's campaign announcement. The timing
2 and context of the complaint coincided with Plaintiff's protected governance activity, ongoing
3 civil litigation, and efforts to communicate with homeowners during the election period, and
4 resulted in interference with Plaintiff's ability to participate in community discourse and engage
5 with voters. (*See Ex. 299*)

6 Other individuals affiliated with or aligned with Association leadership similarly engaged
7 in public disparagement and credibility-undermining commentary during the same period,
8 reinforcing the exclusionary effort and contributing to Plaintiff's reputational harm and
9 interference with her ability to participate meaningfully in Association governance. Other
10 individuals affiliated with or aligned with Association leadership similarly engaged in public
11 disparagement and credibility-undermining commentary during the same period.

12 After Plaintiff sought election records and continued to advocate for transparency and
13 homeowner participation, Defendants escalated retaliatory measures by restricting her access to
14 Association communication channels. In or about May 2024, Defendants removed Plaintiff's
15 access to the HOA portal, impairing her ability to receive notices, review records, and participate
16 in Association affairs. (*See Exhs. 241, 250, 254, 279, 284-295, 297-299*)

17 At the same time, Defendants, through counsel Augustus H. Shaw IV, imposed a
18 discriminatory communication policy, stating that they would no longer respond to Plaintiff's
19 emails despite her continued status as a property owner and member of the Association. Plaintiff
20 was removed from community notices, meeting invitations, and other required communications
21 under the CC&Rs, while Defendants continued surveillance her home, issue billing demands and
22 withhold basic Association information—including architectural forms necessary for emergency
23 repairs—thereby obstructing her rights and denying due process.

24 Plaintiff confirms that the exclusion from the ballot, denial of election records, restriction
25 of access to Association systems, and coordinated online harassment constitutes intentional
26 retaliation for exercising her rights as a homeowner to participate in Association governance, to
27 assemble with other members, and to petition the Board regarding community concerns.

28 At all relevant times, GGCA was governed by the Arizona Nonprofit Corporation Act,
including A.R.S. § 10-11601 et seq., which requires nonprofit corporations to maintain and

1 provide access to corporate records, including election materials, and to conduct governance in
2 good faith and in accordance with governing documents. Defendants failed to comply with these
3 statutory obligations.

4 Defendants in conjunction with their legal counsel Shaw, acting under color of state law
5 and in concert with state-enabled authority, violated her rights under 42 U.S.C. § 1983 by
6 retaliating against her for engaging in protected speech and petition activity and by depriving her
7 of due process and equal protection. Defendants exercised powers delegated and enforced through
8 Arizona statutory frameworks governing homeowners' associations, including control over
9 elections, access to records, enforcement mechanisms, and exclusion from governance processes,
10 and used those powers to suppress Plaintiff's advocacy and participation.

11 After Plaintiff engaged in protected activity—seeking records, questioning election
12 integrity, reporting safety and enforcement failures, and announcing her candidacy—Defendants
13 took adverse actions against her, including excluding her from the election process, denying
14 access to Association records, removing her from meetings and communication platforms, and
15 selectively restricting her participation in Association affairs. These actions were not taken
16 against similarly situated homeowners and were undertaken with the purpose and effect of
17 chilling Plaintiff's speech, deterring her petitioning activity, and preventing her from participating
18 in Association governance.

19 Plaintiff further alleges that Defendants' conduct constituted viewpoint-based retaliation
20 and discriminatory treatment, lacked any legitimate governmental or quasi-governmental
21 justification, and resulted in concrete injury, including loss of procedural rights, reputational
22 harm, emotional distress, and exclusion from civic participation within the community.
23 Defendants' actions were substantially motivated by Plaintiff's protected conduct and were
24 carried out through mechanisms made possible by state law, thereby giving rise to liability under
25 § 1983.

26 Plaintiff pleads these facts to document a continuing pattern of exclusion, discrimination,
27 retaliation, harassment, and obstruction designed to prevent her lawful participation in GGCA
28 governance and to silence her advocacy regarding Association management, financial
accountability, and health-and-safety issues affecting the community.

1 meetings, presenting an “*unfairly skewed*” account, and later escalated by publicly linking
2 Plaintiff’s civil case and asserting, “*Is this you? You are suing the HOA AND running for the*
3 *board. Isn’t that a major conflict of interest?*” while questioning her “*actual motives.*” These
4 statements were made without identifying any false factual assertion and were designed to
5 discredit and deter Plaintiff’s participation. (See Exhs. 286–288, 295, 298.)

6 Anna Schultz’s liability arises not merely from inaction, but from active participation and
7 ratification. At all relevant times, she was the sitting Board President, exercised control over the
8 Association’s official communication channels, responded to Plaintiff in the same threads, and
9 permitted credibility attacks to stand uncorrected while Plaintiff was simultaneously being
10 excluded from meetings, denied records, and subjected to retaliatory enforcement. The timing,
11 forum control, and coordinated messaging establish concerted action between Anna Schultz and
12 her husband to suppress Plaintiff’s protected activity and influence the community’s perception
13 during an election period.

14 Under Arizona law, a principal may be liable for tortious conduct carried out by others
15 where the principal authorizes, ratifies, participates in, or benefits from the conduct, particularly
16 where the conduct is used to further official objectives. Anna Schultz’s use of Association
17 platforms, coupled with her failure to intervene and her contemporaneous retaliatory governance
18 actions, renders the defamatory and false-light campaign attributable to her and the Association,
19 even though Matthew Schultz is not a named defendant.

20 Because Plaintiff has alleged facts showing retaliation, false light by implication, and
21 coordinated interference with protected activity, Defendants cannot meet their burden under
22 A.R.S. § 12-752 to show that these claims lack merit. The conduct at issue reflects retaliatory
23 governance and reputational coercion—not protected petitioning activity—and therefore falls
24 outside Arizona’s anti-SLAPP protections. (See Exh. 240, 242)

25 During the same exchange, Gina Goodell, a former GGCA Board member, confirmed that
26 the Association had prior notice of the unleashed-dog issue and associated liability concerns. In
27 response to community discussion, Goodell stated that the issue had been considered previously
28 and cautioned that adding or permitting a dog-related use could expose the Association to legal
claims, explaining in substance that doing so “*would probably get us sued by those homeowners.*”

1 This acknowledgment demonstrates that Association leadership was aware of the issue and
2 potential legal exposure well before Plaintiff raised her concerns. This statement confirmed that
3 Plaintiff's concerns were not novel and were already known to Association leadership before
4 these discussions occurred and before Plaintiff brought her claims forward. (*See Exhs. 280-281*)

5 These interactions took place while Anna Schultz exercised administrative control over
6 the Facebook group, establishing that Board leadership had contemporaneous notice of Plaintiff's
7 advocacy, the supportive responses from non-Board homeowners, and the public credibility
8 challenges directed at Plaintiff, all before any candidacy announcement or election activity.

9 Following this engagement, Plaintiff voluntarily left the Facebook group and disengaged
10 from further online discussion. Plaintiff did not escalate, provoke, or continue any public dispute,
11 demonstrating that she was not seeking conflict or negative engagement, but instead withdrew
12 after raising concerns and observing the response from Association leadership.

13 The pattern of public credibility attacks and deflection directed at Plaintiff on Facebook
14 did not end with her voluntary disengagement. Instead, similar mischaracterizations and
15 retaliatory conduct continued on other neighborhood platforms, including Nextdoor.com in April
16 2024, as set forth below.

17 **2. RETALIATION, 42 U.S.C. § 3617, AND ABUSE OF PROCESS**

18
19 The foregoing social-media conduct is significant not as isolated speech, but as the initial
20 phase of a broader course of conduct. After Plaintiff engaged in protected activity by raising
21 governance, safety, and record-access concerns—and after Board-affiliated individuals publicly
22 challenged her credibility rather than addressing those concerns—the Association and its agents
23 escalated from online disparagement to formal actions directed at Plaintiff. As detailed below,
24 this escalation included retaliatory complaints, mischaracterizations on additional neighborhood
25 platforms, and the invocation of enforcement and legal processes in a manner temporally and
26 substantively connected to Plaintiff's prior advocacy. Viewed in sequence, the Facebook conduct
27 establishes motive, notice, and intent, and provides critical context for the retaliatory interference
28 with Plaintiff's rights and the subsequent misuse of process that followed.

1 **3. SOCIAL MEDIA INTERFERENCE WITH PLAINTIFF’S CANDIDACY, SELF-**
2 **NOMINATION, AND GOVERNANCE PARTICIPATION**

3 After Plaintiff publicly announced her intent to run for the Gardens Gilbert Community
4 Association (“GGCA”) Board of Directors and to advocate for change, she became the subject
5 of disparaging, dismissive, and hostile commentary on community social-media platforms,
6 including Nextdoor.com and Facebook. (See Exhs. 283-298)

7 Rodriguez Nextdoor.com Campaign Post dated April 1, 2024 reflects Plaintiff’s
8 professional post identifying herself as a homeowner candidate, encouraging community
9 participation, and inviting neutral discussion regarding Association governance and priorities.
10 The post generated immediate reactions, comments, and intensified online and in person stalking
11 and monitoring from residents associated with the Gardens Gilbert Community Association and
12 continued attention from individuals connected to Association leadership and affiliated third
13 parties. (See Exh 283)

14 Jonathan Lambert comments on Nextdoor.com, who identified himself in the thread as a
15 former HOA president, publicly commented in response to Plaintiff’s campaign announcement
16 in a discouraging manner, stating that the position was “*not what you think it is*” and
17 characterizing the role as being “*the face of the community for the neighborhood to yell at,*” rather
18 than addressing Plaintiff’s platform.

19 Exhibit 293 (Nextdoor.com Reactions Panel) reflects that residents who reacted to
20 Plaintiff’s campaign-related post included Stevie Shaw, Elidia Anzar, Jonathan Lambert, and
21 Christina C. (identified during the May 20, 2024 GGCA Board meeting video as “Fiona,” and
22 shown there to be affiliated with Board President Anna Schultz and the GGCA Board). Each of
23 these residents reacted positively to Plaintiff’s post.

24 The reactions panel further shows that Matthew Schultz—the husband of GGCA Board
25 President Anna Schultz—also engaged with the post, but did so by selecting a “laughing” reaction
26 rather than a supportive response. As reflected elsewhere in the record, Matthew Schultz had
27 previously used neighborhood platforms to publicly ridicule, question Plaintiff’s motives, and
28 amplify negative commentary concerning Plaintiff’s candidacy and legal claims, conduct
undertaken contemporaneously with and in support of the Board President’s position.

1 Continued interactions following Plaintiff's announcement, including additional reactions
2 and commentary framing Plaintiff's candidacy negatively and discouraging engagement with her
3 stated goals. During the same exchange, Gina Goodell, a former GGCA Board member,
4 acknowledged that the Association had prior notice of the unleashed-dog issues and related legal
5 exposure, stating words to the effect of: "*This has been brought up before... we need to be careful*
6 *because we're going to get sued one day.*" This statement confirmed that the issues raised by
7 Plaintiff were known to Association leadership before these discussions.

8 **4. CIVIL CONSPIRACY TO INTERFERE WITH GOVERNANCE** 9 **PARTICIPATION**

10 Defendants' actions reflected a coordinated and escalating course of conduct undertaken
11 in response to Plaintiff's protected governance advocacy and candidacy. Beginning in early 2024
12 and intensifying during the election period, Board members and Board-aligned individuals—
13 including Anna Schultz, Matthew Schultz, and Gina Goodell—used Association-affiliated
14 platforms and authority to collectively undermine Plaintiff's credibility, discourage homeowner
15 support, and obstruct her participation in Association governance.

16 Rather than engaging Plaintiff's advocacy on the merits, Defendants and their affiliates
17 reframed her protected activity as improper, evasive, or disruptive; questioned her motives and
18 fitness to serve; and imposed public disclosure demands designed to discredit her. These
19 narratives were reinforced through repeated comments by the same actors across multiple forums
20 and threads, while platform moderation and enforcement decisions selectively favored Board-
21 aligned participants and suppressed Plaintiff's responses. This disparate treatment marginalized
22 Plaintiff's candidacy and chilled homeowner engagement.

23 At the same time, Defendants restricted Plaintiff's access to Association information,
24 election records, and communication mechanisms in a manner inconsistent with past practice and
25 not uniformly applied to others. These procedural barriers coincided with the removal or
26 suppression of Plaintiff's campaign-related speech and the tolerance of disparaging commentary
27 directed at her, demonstrating discriminatory and retaliatory use of Association authority.

28 This coordinated conduct culminated in physical interference with Plaintiff's campaign
activity, when her materials—peacefully placed in common areas customarily used for

1 homeowner notices—were removed or disrupted without notice, citation, or comparable
2 enforcement against others. The timing of this interference, following Plaintiff's protected
3 activity and concurrent with online suppression and procedural exclusion, reflects a deliberate
4 escalation.

5 Viewed collectively, Defendants' use of online platforms, governance procedures,
6 selective enforcement, and physical interference operated in concert to retaliate against Plaintiff,
7 discriminate against her candidacy, and interfere with her right to participate in Association
8 governance. The recurrence of the same actors, consistency of messaging, escalation of tactics,
9 and reliance on Association mechanisms establish the factual basis for Plaintiff's civil conspiracy,
10 discrimination, and retaliation claims.

11 **6. CONNECTION TO COORDINATED CONDUCT ONLINE SUPPORTING CIVIL** 12 **CONSPIRACY**

13 Plaintiff incorporates by reference the preceding paragraphs as though fully set forth
14 herein. As described above, Defendants' actions reflect a coordinated course of conduct
15 responding to Plaintiff's exercise of protected governance rights. The timing, repetition, and
16 consistency of Defendants' conduct; the recurrence of the same Board members, affiliates, and
17 agents across multiple forums; and the escalation of tactics following Plaintiff's continued
18 advocacy and candidacy demonstrate concerted action rather than independent decision-making.

19 Defendants' agreement to act in concert is evidenced by the coordinated use of
20 Association authority, communication platforms, and procedural mechanisms to suppress
21 Plaintiff's participation, marginalize her candidacy, and deter homeowner engagement. The overt
22 acts previously described—including selective enforcement, exclusion from election
23 mechanisms, restriction of communication channels, and interference with Plaintiff's campaign
24 activity—were undertaken pursuant to a shared objective and operated cumulatively to impair
25 Plaintiff's rights as a homeowner and candidate.

26 This coordinated conduct did not end with election-related interference. Instead, it
27 expanded into additional retaliatory measures once Plaintiff persisted in seeking transparency,
28 records access, and accountability. As set forth in the sections that follow, Defendants escalated
their response by restricting Plaintiff's access to Association systems, advancing coercive legal

1 postures, and invoking enforcement and litigation mechanisms in a manner designed to punish
2 protected activity and suppress further inquiry.

3 These escalated measures coincided with Plaintiff's efforts to obtain and scrutinize
4 Association financial and governance records and preceded Defendants' reliance on disputed
5 financial representations and enforcement actions. The sequence and interrelationship of these
6 events support the inference that Defendants' conduct—including the involvement of Association
7 counsel—was not reactive or isolated, but formed part of a continuing strategy to retaliate against
8 Plaintiff, control the flow of information, and leverage legal process to deter oversight and
9 participation.

10 Plaintiff pleads this section to connect the coordinated suppression and campaign
11 interference described above with the subsequent financial, legal, and enforcement actions
12 described below, and to establish that each phase constituted an overt act taken in furtherance of
13 the same civil conspiracy, discriminatory suppression, and retaliatory objective.

14 **F. FINANCIAL MISREPRESENTATION, NONDISCLOSURE, AND**
15 **OPERATIONAL MISMANAGEMENT**

16 (A.R.S. § 33-1805; A.R.S. § 10-11601)

17
18 Defendant Gardens Gilbert Community Association (“GGCA”), an Arizona nonprofit
19 corporation and planned community association, provided materially inaccurate and misleading
20 financial information to homeowners for fiscal years 2023, 2024, and 2026, including the
21 understatement and nondisclosure of legal expenses incurred solely in connection with Plaintiff
22 Sandra Rodriguez's civil actions and related Court of Appeals proceedings, while simultaneously
23 submitting sworn filings to Arizona courts reflecting substantially higher expenditures arising
24 from those same matters.

25 **B. RETENTION OF LITIGATION COUNSEL AND ESCALATING LEGAL**
26 **ACTIVITY**

27 On or about December 15, 2023, GGCA retained litigation counsel Augustus H. Shaw IV
28 and Shaw & Lines, LLC to represent it in Plaintiff Sandra Rodriguez's civil actions. The
engagement letter and fee schedule, attached as Exhibit 100, set hourly rates of approximately

1 \$370 for partner attorney time and \$160 for paralegal time, with monthly invoicing and litigation
2 costs billed as incurred.

3 From December 2023 through at least January 2026, counsel performed sustained legal
4 work specific to Plaintiff's cases, including defending two superior-court actions, litigating
5 dispositive motions, preparing fee applications and objections, participating in post-judgment
6 proceedings, and appearing in related Arizona Court of Appeals matters arising from those cases.

7 In sworn affidavits and filings submitted in CV2024-013806 and CV2024-005940,
8 including the Plaintiff proceedings opened from those actions, GGCA and its co-defendants
9 represented that they incurred and sought recovery of more than \$21,000 in attorney's fees and
10 taxable costs. Those sworn amounts reflected only discrete, case-specific phases of work,
11 excluded continuing post-judgment and ongoing Plaintiff-related activity, and nevertheless
12 exceeded the legal expenses reported to homeowners for entire fiscal years, demonstrating that
13 the Association's homeowner financial disclosures and its sworn judicial representations
14 concerning the same litigation cannot both be accurate.

15 **C. YEAR BY YEAR FINANCIAL DISCLOSURES TO HOMEOWNERS**

16 For fiscal year 2023, GGCA provided homeowners with budgets reflecting routine legal
17 expenses, without disclosing Plaintiff's pending litigation, the December 2023 retention of
18 litigation counsel, or the commencement of billable litigation activity at partner hourly rates in
19 Plaintiff's cases. *(See Exh 160)*

20 For fiscal year 2024, GGCA continued to present legal expenses as modest and routine,
21 while simultaneously incurring substantial attorney's fees in Plaintiff's civil cases that it later
22 represented to the Maricopa County Superior Court as exceeding \$21,000, even though that
23 amount reflected only limited phases of Plaintiff's litigation. The 2024 homeowner disclosures
24 did not reconcile reported legal expenses with the fees and costs sworn to the court. *(See Exh 161)*

25 For fiscal year 2026, GGCA again reported legal and operating expenses as routine,
26 despite ongoing Plaintiff and post-judgment proceedings arising from Plaintiff's cases extending
27 into 2025 and 2026, and without disclosing continued litigation-rate billing or the cumulative cost
28 of multi-year litigation. *(See Exh 162)*

1 Across 2023, 2024, and 2026, GGCA's financial disclosures consistently understated or
2 omitted the existence, scope, and financial impact of legal fees incurred in Plaintiff Sandra
3 Rodriguez's cases alone, while contemporaneous court filings confirm the incurrence and pursuit
4 of substantial attorney's fees at known hourly rates.

5 **D. OPERATIONAL MISMANAGEMENT AND MAINTENCE NON-**
6 **PERFORMANCE AS CORROBORATING EVIDENCE**

7 The inaccuracy of GGCA's financial reporting is corroborated by documented failures in
8 routine community maintenance during the same period that GGCA was incurring and paying
9 legal fees in Plaintiff's cases.

10 During calendar year 2025, GGCA performed no tree-trimming services in Parcel 2,
11 despite budgeted landscaping expenses. Fixed security-camera footage and contemporaneous
12 photographs and videos, attached as exhibits, show no tree-trimming activity in Parcel 2
13 throughout the year.

14 Landscaping and grounds maintenance across the community during this period occurred
15 sporadically and selectively, with extended gaps between services. The photographic and video
16 exhibits document overgrown trees, dead or dying bushes, unmanaged vegetation, and other
17 visible maintenance deficiencies inconsistent with routine care.

18 Despite the absence of required maintenance services, GGCA continued to report routine
19 landscaping and maintenance expenses in its member-facing budgets and financial statements,
20 without disclosure of service interruptions, reductions in scope, or reallocation of funds. No notice
21 was provided to homeowners that maintenance services were suspended, delayed, or materially
22 reduced.

23 **E. STATUTORY VIOLATIONS AND RESULTING HARM**

24 The combination of Plaintiff-specific litigation costs sworn to Arizona courts, materially
25 lower legal expenses reported to homeowners for the same time period, and documented
26 maintenance nonperformance demonstrates that GGCA's financial disclosures for 2023, 2024,
27 and 2026 were incomplete and misleading.
28

1 GGCA failed to maintain and disclose accurate records reflecting the legal expenditures
2 incurred in Plaintiff's civil and Plaintiff cases, in violation of A.R.S. § 33-1805, which requires
3 financial and accounting records to be made reasonably available for member inspection, and
4 A.R.S. § 10-11601, which requires nonprofit corporations to keep correct and complete books
5 and records reflecting their financial condition.

6 This section does not seek a determination of the precise total amount GGCA expended
7 on legal fees. The sworn court filings in Plaintiff's cases alone establish that the legal costs
8 incurred materially exceeded those disclosed to homeowners, rendering GGCA's financial
9 reporting inaccurate, misleading, and inconsistent with both statutory requirements and sworn
10 judicial representations. *(See Exhs. 159-164)*

11 **G. COMMUNITY WIDE NEGLECT AND FAILURE TO MAINTAIN**
12 **GOVERNING DOCUMENT STANDARDS**

13 *(CC&Rs; Bylaws; Articles of Incorporation)*

14
15 Gardens Gilbert Community Association ("**GGCA**") has failed to maintain the common
16 areas in the condition required by its CC&Rs, Bylaws, and Articles of Incorporation, resulting in
17 visible, ongoing, and community-wide neglect. *(See Exhs. 382-739; Pictures, Videos)*

18 The governing documents impose an affirmative, uniform duty on GGCA to maintain,
19 repair, and manage all common areas *in a clean, safe, and attractive condition*, to preserve the
20 community's aesthetic character and property values, and to *prevent nuisances and unsanitary*
21 *conditions* detrimental to the health, safety, and quiet enjoyment of residents. These obligations
22 are set forth in the CC&Rs' common-area maintenance, nuisance-prevention, and enforcement
23 provisions, are reinforced by the Board's fiduciary duties under the Bylaws, and are consistent
24 with the Association's stated purpose under the Articles of Incorporation to promote the health,
25 safety, and welfare of members. *(See Exhibit 1, CC&Rs; Exhibit 2, Articles of Incorporation;*
26 *Exhibit 3, Bylaws.)*

27 These duties apply community-wide and are not limited to any single parcel. Photographic
28 and video evidence collected over an extended period demonstrates that the conditions
documented are not isolated to Parcel 2, where Rodriguez resides, but are present throughout the

1 GGCA community. The documented conditions include, without limitation, uncollected dog fecal
2 matter, repeated dog urination in common areas, vandalized signage left unrepaired, unmanaged
3 landscaping, and deteriorated gravel and ground cover, all of which fall below the maintenance
4 and nuisance-prevention standards mandated by the governing documents. *(See Exhibit 1.)*

5 The supporting evidence is organized in the Master Exhibit Index, which cross-references
6 dates, locations, and corresponding photographs and videos. That index reflects recurring
7 conditions across multiple common areas, including walkways, landscaped spaces, intersections,
8 and perimeter areas, establishing a pattern of noncompliance rather than a parcel-specific or
9 isolated issue.

10 **The attached photographs and videos document, among other things:**

- 11 • Dog fecal matter remaining in common areas for extended periods without removal;
- 12 • Repeated dog urination and unleashed dog activity in common areas without
13 remediation or enforcement;
- 14 • Vandalized or defaced community signage left unrepaired for extended periods;
- 15 • Accumulated organic debris and waste inconsistent with routine grounds
16 maintenance;
- 17 • Degraded gravel beds and neglected landscaping reflecting a lack of ongoing care.
- 18
- 19

20 The repetition, duration, and geographic spread of these conditions establish a systemic
21 failure to perform required maintenance and enforcement functions assigned to GGCA under the
22 governing documents. The Bylaws and Articles vest the Board with responsibility to manage
23 Association affairs, ensure proper maintenance of common areas, enforce the CC&Rs uniformly,
24 and act in good faith and with ordinary care. The documented conditions reflect a failure to carry
25 out those responsibilities. *(See Exhibit 3, Bylaws.)*

26 Despite these conditions, GGCA continued to represent to homeowners that the
27 community was being maintained in accordance with its governing documents and continued to
28 report routine landscaping and maintenance expenses, without disclosing that required standards

1 were not being met or that maintenance and enforcement were being performed selectively or
2 inadequately.

3 This community-wide neglect corroborates that GGCA's operational practices and
4 representations do not reflect the actual condition or management of the community. The
5 documented maintenance failures occurred during the same period in which GGCA reported
6 routine operating expenses and pursued litigation expenditures, reinforcing that the Association's
7 disclosures regarding its operations and use of funds are unreliable.

8 This section does not attribute responsibility to individual homeowners. It establishes that
9 GGCA failed to uniformly enforce its standards and failed to maintain common areas at the level
10 required by its CC&Rs, Bylaws, and Articles of Incorporation, resulting in widespread and
11 documented deterioration across the community.

12 The same governing documents that require common-area maintenance to be performed
13 at a community-wide standard also require accurate accounting and disclosure of those services;
14 the documented neglect during the same period as reported routine operating expenses
15 demonstrates that GGCA's operational practices and financial disclosures are inconsistent with
16 its contractual and fiduciary obligations.

17 **H. ESCALATION THROUGH LIENS, JUDGEMENTS, AND CONTINUED** 18 **RETALIATION (2024–2025)**

19 Beginning in August–September 2024, Defendants escalated their response to Plaintiff's
20 protected governance activity by invoking lien-based collection mechanisms in a manner
21 inconsistent with Arizona law and the Association's governing documents. This escalation
22 followed months of disputed accounting, denied records access, and restricted communication
23 channels, and occurred after Plaintiff had raised financial, election, and compliance concerns.

24 On or about August 6, 2024, Defendants issued a "*Late Notice*" asserting a delinquency
25 of less than \$300, composed of monthly assessments, late fees, and administrative or "statement"
26 charges. At the time of this notice, Defendants had already disabled Plaintiff's access to the HOA
27 online portal and continued to refuse to provide a complete, auditable account ledger, preventing
28 Plaintiff from verifying charges, confirming payment application, or identifying errors. Plaintiff's

1 written requests for access and clarification—submitted through management communications
2 and court filings—went unanswered, and portal access remained disabled beginning May 2024
3 to present day. (*See Exh 164*)

4 Despite unresolved accounting disputes and the absence of meaningful pre-lien review,
5 Defendants proceeded with lien-threatened enforcement in a manner inconsistent with *A.R.S. §*
6 *33-1803(A)*, which requires that assessments and related charges be imposed and enforced
7 uniformly and in good faith, and *A.R.S. § 33-1807*, which limits lien rights to valid assessments
8 and mandates strict compliance with notice, accounting, and due-process requirements before lien
9 recording or foreclosure activity. Plaintiff was denied a reasonable opportunity to contest the
10 charges, inspect supporting records, or cure any alleged delinquency under fair and transparent
11 procedures.

12 The timing and manner of Defendants' lien escalation—following Plaintiff's financial and
13 inquiries, election challenges, and record-inspection requests—further demonstrate that the lien
14 posture was not a routine collection action, but part of a broader pattern of retaliatory and coercive
15 conduct. Rather than resolving disputed charges through ordinary governance processes,
16 Defendants employed lien threats and collection mechanisms to exert pressure, suppress further
17 inquiry, and shift the dispute into an enforcement posture insulated from scrutiny.

18 Taken together, Defendants coordinated restriction of access, refusal to provide accounting
19 transparency, and premature resort to lien-based enforcement support the inference that these
20 actions were undertaken pursuant to a shared objective to punish and deter Plaintiff's protected
21 activity. This conduct forms part of the civil conspiracy and abuse-of-process claims alleged
22 herein, as Defendants used statutory enforcement tools for an improper purpose unrelated to
23 legitimate assessment collection.

24 **1. FAILURE TO COMPLY WITH STATUTORY NOTICE AND DUE PROCES** 25 **REQUIREMENTS**

26 Defendants failed to satisfy the statutory prerequisites for lien enforcement. Arizona law
27 requires advance written notice, a meaningful opportunity to dispute the debt, and access to a
28 reasonable payment plan before lien or collection activity may proceed. The notices sent to
Plaintiff:

- 1 • Did not reference A.R.S. § 33-1807;
- 2 • Did not identify Plaintiff's statutory right to dispute the debt;
- 3 • Did not provide a hearing opportunity;
- 4 • Did not confirm Board authorization for lien action;
- 5 • Were sent by mail only, without personal service, despite Defendants'
- 6 knowledge of an active dispute and ongoing procedural challenges.
- 7
- 8

9 Defendants' continued refusal to restore Plaintiff's portal access during this period further
10 deprived her of any meaningful ability to review account history or contest the asserted balance,
11 compounding the statutory and due-process defects. (*See Exh 164*)

12 **2. IMPROPER USE OF FINES AND PENALTIES TO SUPPORT LIEN POSTURE**

13
14 To the extent Defendants claimed balance included fines or penalties, those charges are
15 unenforceable. Arizona law permits monetary penalties only after proper notice and an
16 opportunity to be heard. Defendants did not provide Plaintiff with a hearing or a compliant notice
17 of violation before imposing or escalating penalties. (*A.R.S. § 33-1803(B)-(E)*)

18 Arizona courts have further held that an HOA may not impose fines absent a valid,
19 published fine policy; fines imposed without such a policy are per se unreasonable and
20 unenforceable. (*Turtle Rock III Homeowners Ass'n v. Fisher, 2017*)

21 Because fines imposed without due process or a valid policy are unenforceable, they
22 cannot lawfully form the basis for a lien or lien threat.

23 **3. RETALIATORY USE OF LIEN THREATS AS LEVERAGE**

24
25 Defendants used the defective lien posture to demand escalating sums, threaten
26 foreclosure-related consequences, and exert coercive pressure while Plaintiff was actively
27 disputing the charges, seeking records, and pursuing Plaintiff relief. Releases or partial reversals
28 occurred only after Plaintiff invoked Plaintiff jurisdiction and challenged procedural

1 irregularities, demonstrating that the lien threats functioned as leverage rather than lawful
2 enforcement.

3 During the same period, Defendants continued to increase assessments and related charges
4 without adequate notice, transparency, or procedural safeguards, further aggravating the coercive
5 effect of the lien threats and violating statutory and contractual requirements governing
6 assessment increases and enforcement.

7 **4. REFUSAL TO COMMUNICATION AND PROVIDE STANDARD**
8 **ASSOCIATION INFORMATION**

9
10 Throughout this escalation, Defendants refused to provide Plaintiff with standard
11 Association information or to communicate through ordinary and reasonable means, including
12 email, in-person discussion, or contact at Plaintiff's residence—methods Defendants had
13 previously used and that are documented elsewhere in this Amended Complaint. This refusal
14 deprived Plaintiff of notice, clarification, and a meaningful opportunity to resolve disputed issues
15 informally, in contrast to the treatment afforded to other homeowners, including William Fiegel,
16 who was permitted to engage with the Board during the January 2024 GGCA Board meeting.
17 Defendants' disparate treatment and communication cutoff further evidence a lack of good faith
18 and a denial of basic procedural fairness. (*See Exhs. 144, 163, 164*)

19 **5. CONSUMER PROTECTION, GOVERNANCE, DUE PROCESS VIOLATIONS**

20 (*Breach of Contract and Duty; Negligence; Gross Negligence; Intentional Torts;*
21 *Discrimination; Retaliation; First Amendment Violations; Abuse of Process; Civil Conspiracy*)

22 Defendants engaged in a sustained and coordinated course of conduct that obstructed
23 Plaintiff's basic homeowner rights, denied required procedural protections, and deliberately
24 impaired Plaintiff's ability to comply with Association requirements while continuing to assert,
25 escalate, and threaten enforcement of alleged fees. This conduct breached Defendants' contractual
26 obligations under the Association's CC&Rs and Bylaws, violated statutory duties imposed by
27 Arizona law—including A.R.S. §§ 33-1803 and 33-1807—and foreseeably caused Plaintiff
28 financial harm, emotional distress, and increased risk of physical injury associated with delayed
remediation of a documented black-mold condition in her home.

1 Beginning in April 2025, Plaintiff made repeated, documented requests for routine
2 Association processes, records, and forms—including a standard architectural approval form
3 required under the governing documents to address an urgent black-mold condition. On April 10,
4 2025, Focus HOA Management employee Jessica (*also referenced as Jennifer*) Munn responded
5 amicably by telephone, confirmed that the architectural form could be provided, and indicated
6 that management (Sortor) would follow up—consistent with prior Association practice and
7 Plaintiff’s historical interactions with management. Despite that assurance, Defendants failed to
8 provide the form or any written explanation, prompting multiple follow-up communications,
9 formal legal demands, and the filing of a Motion to Compel seeking access to basic homeowner
10 processes and records to which Plaintiff was contractually and statutorily entitled.

11 On May 2, 2025, after weeks of unanswered written requests, Plaintiff appeared in person
12 at the Focus HOA Management office seeking a routine architectural form required to comply
13 with Association obligations. Plaintiff was calm, non-confrontational, and requested only the
14 same form previously represented as available.

15 While Plaintiff was present, Brittany Schultz—who later confirmed to responding City of
16 Mesa police officers that she and Jessica Munn were employees of Focus HOA Management—
17 contacted Community Manager Brooke Sortor by telephone. During that call, Sortor abruptly
18 asserted that the architectural form was “private property” and reiterated the directive previously
19 given by Munn and Schultz that Plaintiff “*needed to leave.*” This assertion was made without
20 citation to any CC&R, Bylaw, written policy, or Arizona statute and directly contradicted prior
21 representations that the form was available to homeowners specifically Rodriguez, as reflected in
22 the contemporaneous police report. (*See Exhs. 311-312 (Videos); 313*)

23 Rather than providing the form or engaging in any reasonable accommodation, Munn,
24 Brittany Schultz, and Sortor (over the phone) acted aggressively, created a hostile and tumultuous
25 environment, and refused to release the document. When Plaintiff did not immediately leave—
26 having done nothing improper and merely requesting a basic compliance form—Focus personnel
27 escalated the encounter by contacting law enforcement.

28 That same day, Brittany Schultz contacted the City of Mesa Police Department, falsely
claiming that Plaintiff was subject to a “*court order*” implying an injunction against harassment

1 existed barring her from the office and asserting that a judge had “advised her not to come to this
2 corporate office.” These statements were false. No such order exists, and Plaintiff was not subject
3 to any restriction. Although the responding officers took no enforcement action, the police report
4 independently confirms that Defendants escalated a routine governance and records dispute into
5 law-enforcement involvement. Plaintiff’s contemporaneous video recording further documents
6 the falsity of the statements made to police. (*See Exh. 321*)

7 Defendants’ refusal to provide the architectural form—while simultaneously continuing
8 to assert enforcement authority, fees, and alleged violations—effectively prevented Plaintiff from
9 complying with Association requirements. This conduct reflects gross negligence, as Defendants
10 acted with conscious indifference and reckless disregard for Plaintiff’s rights and for the
11 foreseeable consequences of denying compliance mechanisms while threatening enforcement.
12 The deliberate escalation to law enforcement through false assertions of legal authority further
13 constitutes intentional tortious conduct, including abuse of process and false reporting,
14 undertaken to intimidate and obstruct Plaintiff rather than to address any legitimate compliance
15 issue.

16 Throughout this period, Defendants—frequently acting through counsel Augustus H.
17 Shaw IV—blocked access to Association records, denied HOA portal access, refused to provide
18 a complete and auditable accounting, declined reasonable communication, and ignored formal
19 legal demands seeking compliance. This conduct deviated sharply from how other homeowners
20 were treated and evidences discriminatory and retaliatory enforcement tied to Plaintiff’s protected
21 activity, including requests for records, participation in elections, and speech concerning
22 Association governance.

23 Taken together, Defendants’ actions—denying forms and records, reversing approvals
24 without basis, withholding communication, falsely invoking legal authority, escalating to police
25 involvement, and continuing to assert charges Plaintiff was structurally prevented from verifying
26 or disputing—constitute breach of contract and breach of duty under the CC&Rs and Bylaws;
27 negligence and gross negligence in the administration of Association obligations; intentional torts
28 including abuse of process and interference with rights; retaliation; and civil conspiracy. This
conduct further constitutes unlawful interference, coercion, and intimidation in violation of 42
U.S.C. § 3617, and deprived Plaintiff of due process and equal protection under Article 2, § 4 of

1 the Arizona Constitution and the Fourteenth Amendment to the United States Constitution, as
2 well as statutory protections under A.R.S. §§ 33-1803 and 33-1807. (*See Exhs. 311–321.*)

3 **6. NOERR PENNINGTON / ANTI-SLAPP — SHAM ENFORCEMENT**

4
5 Defendants cannot invoke Noerr-Pennington immunity or Arizona’s anti-SLAPP
6 protections because Plaintiff’s claims arise from non-expressive, non-petitioning conduct that
7 falls squarely within the sham-enforcement exception. The challenged actions consist of
8 administrative obstruction, denial of mandatory homeowner processes, misrepresentation of
9 access rights, selective escalation of enforcement mechanisms, and misuse of third-party
10 governmental involvement—conduct undertaken without statutory compliance, without probable
11 validity, and for an improper retaliatory purpose.

12 Defendants’ lien threats, collection escalation, and enforcement posture were not
13 objectively reasonable efforts to obtain lawful relief. These actions were pursued while
14 Defendants simultaneously refused to provide required architectural forms and records, denied
15 portal access and accounting disclosures, blocked ordinary communication channels, and
16 withheld any meaningful opportunity to comply with or dispute alleged charges. Such conduct
17 does not constitute protected petitioning activity; it is operational misconduct and coercive
18 enforcement, undertaken outside the bounds of lawful process.

19 The sham nature of Defendants’ conduct is independently corroborated by third-party
20 governmental evidence: the City of Mesa Police Report and Plaintiff’s contemporaneous video
21 recordings dated May 2, 2025. The police report documents that Defendants’ employee, Brittany
22 Schultz, confirmed to law enforcement that she and Jennifer Munn were employees, directly
23 contradicting prior sworn representations by Anna Schultz and Brooke Sortor asserting that Munn
24 and Schultz were not employees or affiliates of the GGCA Board or Focus HOA Management,
25 LLC. During the police call, Schultz stated that “*Rodriguez was recording employees,*” thereby
26 affirmatively acknowledging their employment status.

27 During the same call, Brittany Schultz falsely implied the existence of judicial authority
28 against Plaintiff, stating, “*Have court order against homeowner and judge advised her not to
come to the Disp (Corp Office),*” thereby suggesting that an Injunction Against Harassment
existed when no such order existed. Schultz further conveyed information implying that Plaintiff

1 might be armed. During the police response, Plaintiff overheard the operator reference a reported
2 concern regarding a weapon, and Plaintiff affirmatively stated—audibly—that she did not possess
3 one.

4 This sequence constitutes objective, third-party evidence that Defendants invoked law-
5 enforcement authority without probable validity and for an improper purpose. The false assertion
6 of judicial authority, the implication of dangerousness, and the selective escalation to police
7 intervention occurred contemporaneously with Defendants’ refusal to provide records, forms, and
8 access afforded to other homeowners. These facts support Plaintiff’s Discrimination claims by
9 demonstrating disparate treatment and coercive interference; her Retaliation claims by showing
10 punitive escalation following protected governance and reporting activity; her Abuse of Process
11 claims by establishing misuse of governmental process for a collateral purpose unrelated to
12 legitimate enforcement; and her Civil Conspiracy claims by evidencing coordinated action among
13 Defendants and their agents to intimidate, obstruct, and deter Plaintiff’s exercise of statutory and
14 constitutional rights.

15 Plaintiff’s exclusion from basic Association processes—including delayed or denied
16 access to meetings, records, and architectural forms—stands in stark contrast to the treatment of
17 a white male neighbor, who confirmed that his architectural request was promptly approved with
18 minimal difficulty. Plaintiff’s comparable requests, by contrast, were met with repeated delays,
19 denials, and shifting requirements, reinforcing a pattern of discriminatory and retaliatory
20 enforcement that deprived Plaintiff, a Mexican American homeowner, of due process and equal
21 participation in community governance.

22 Where legal or governmental process is invoked without compliance with governing law
23 and for the purpose of burdening or chilling protected activity, Noerr-Pennington immunity does
24 not apply. Arizona’s anti-SLAPP statute likewise does not bar claims based on sham enforcement,
25 misrepresentation, or abuse of process. Such conduct also violates constitutional due-process
26 guarantees under the Fourteenth Amendment to the United States Constitution and Article 2,
27 Section 4 of the Arizona Constitution, which require notice, an opportunity to be heard, and fair
28 procedures before deprivation of property interests.

1 As a direct and proximate result of Defendants' sham enforcement and retaliatory misuse
2 of process, Plaintiff suffered financial harm, loss of property-related rights, emotional distress,
3 and increased health risk from delayed remediation of unsafe living conditions. Because
4 Defendants denied notice, access, an opportunity to be heard, and good-faith compliance with
5 governing procedures, all fines, penalties, administrative charges, collection costs, and lien-based
6 enforcement asserted during this period are invalid and unenforceable as a matter of law. These
7 facts support Plaintiff's claims for abuse of process, civil conspiracy, retaliation, and related
8 relief.

9 **I. ARCHITECTURAL OBSTRUCTION, HEALTH AND SAFETY HARMS, AND**
10 **PUNITIVE DAMAGES**

11 *(Refusal to Provide Architectural Forms During Toxic Mold Emergency)*

12 By early 2025, Plaintiff's residence developed toxic mold, water intrusion, deteriorating
13 window seals, and structural moisture damage, causing escalating respiratory, neurological, and
14 allergy symptoms to Plaintiff and her children. Plaintiff immediately notified GGCA, Focus
15 HOA, and attorney Shaw of the emergency and requested the architectural forms, process
16 guidance, and approvals required under the CC&Rs and A.R.S. Title 33 to replace failing
17 windows and later her roof to remediate the hazardous conditions.

18 Despite the urgency, Defendants—acting directly and through Shaw—engaged in a
19 continuous pattern of obstruction, retaliation, and shifting excuses, weaponizing the architectural-
20 review process to punish Plaintiff for asserting statutory rights and reporting health hazards.

21 **1. PROLOGNED NON RESPONSE AND REFUSAL TO COMMUNICATE**

22 From early April through mid-May 2025, Plaintiff submitted repeated written and
23 telephonic requests seeking the architectural window-replacement form. Call logs and emails
24 dated April 3, April 9, April 17, May 13, and May 16, 2025 show that Defendants and Shaw failed
25 to acknowledge or respond for more than forty-one consecutive days, despite the requests being
26 clearly labeled as emergency and health-related.

27 Shaw imposed unilateral and shifting communication restrictions—refusing to
28 communicate by email while withholding documents and directing Plaintiff to ineffective or

1 unavailable channels. Shaw falsely asserted that Plaintiff demanded “mail-only” communication
2 while continuing to email Plaintiff on other matters and copying courts on correspondence
3 unrelated to any pending motion. This selective refusal to communicate foreseeably delayed
4 remediation of a documented health hazard.

5 **2. IN PERSON DENIAL, FALSE CLAIMS< AND LAW ENFORCEMENT**
6 **ESCALATION**

7
8 On May 2, 2025, after more than a month of silence, Plaintiff appeared in person at the
9 Focus HOA office to obtain the architectural form Defendants were legally obligated to provide.
10 Focus HOA employees refused to provide the form, falsely claimed it was “*personal property*,”
11 under Brooke Sortor’s direction refused to answer basic questions, and escalated the encounter
12 by summoning law enforcement and implying Plaintiff posed a threat.

13 Police records confirm Plaintiff made no threats, possessed no weapon, and engaged
14 solely in a lawful attempt to obtain HOA documentation. Plaintiff was prevented from leaving
15 locking the door behind me until she began re-recording the encounter then with a button under
16 their desk unlocked the door, and staff reversed course claiming all Rodriguez needed to do was
17 press the green button. The incident caused acute distress and physical symptoms and arose solely
18 from Defendants’ refusal to provide a routine architectural form. (*See Exh. 312*)

19 **3. SHIFTING OBJECTIONS. DEEMED APPROVAL, AND NEED FOR JUDICIAL**
20 **INTERVENTION**

21 Beginning on April 10, 2025, Plaintiff requested a routine architectural form required
22 under the CC&Rs to replace damaged windows as part of remediating a documented black-mold
23 condition affecting her residence. On that date, Focus HOA Management employee Jennifer
24 Munn confirmed by telephone that the form could be provided and that management would follow
25 up. Despite this assurance, Defendants failed to provide the form, respond substantively, or offer
26 any alternative process. (*See Apr. 10, 2025 call transcript summary; Exs. 302, 305*)

27 Over the ensuing weeks, Plaintiff submitted repeated written and oral requests, including
28 communications expressly labeled as emergencies documenting worsening mold exposure and
associated health risks. Rather than facilitating compliance with the governing documents,

1 Defendants—acting through management and in coordination with counsel Augustus H. Shaw
2 IV—withheld the basic architectural form, reversed prior representations regarding access, and
3 imposed unnecessary procedural barriers that prevented Plaintiff from submitting an application
4 and delayed remediation. (*See Emergency Motion to Compel filed Apr. 11, 2025; follow-up*
5 *demands Apr. 15 & Apr. 17, 2025; Exs. 307.*)

6 Even after May 2, 2025, Defendants continued to withhold the form for an additional
7 forty-one (41) days, notwithstanding ongoing emergency notices. Plaintiff was not provided the
8 form until May 13, 2025, at which point she immediately completed and submitted a full window-
9 replacement application the same day, including specifications, photographs, medical
10 documentation, and public-health guidance. (*See Initial Inquiry April 2, 2025; Ex. 300.*)

11 Thereafter, Defendants imposed shifting and contradictory objections not supported by
12 the CC&Rs and not imposed on other homeowners. Under A.R.S. § 33-1817(A), architectural
13 requests must be decided within a reasonable time—commonly thirty (30) days—after which
14 approval is deemed granted by operation of law. By June 2025, Defendants exceeded that period
15 by weeks. Only after Plaintiff filed emergency motions, notices of noncompliance, and sought
16 judicial intervention did Defendants approve the identical window replacement on June 16, 2025,
17 confirming there was no legitimate architectural basis for the delay. (*See Approval June 16, 2025;*
18 *Ex.314-315*)

19 Counsel Augustus H. Shaw IV played a direct role in this obstruction. Despite knowing
20 the request concerned a ministerial form routinely provided to homeowners and despite
21 contemporaneous notice of the health and safety emergency, counsel intervened to block access
22 to the form, opposed judicial relief seeking disclosure of basic Association materials, and
23 prolonged the process without any legitimate administrative justification. (*See Defendants’*
24 *Responses to Emergency Motions filed Sept. 10, 2025 and Dec. 11, 2025*)

25 As a result of Defendants’ conduct, the architectural approval process extended
26 approximately sixty-seven (67) days from Plaintiff’s initial request on April 10, 2025 to final
27 approval on June 16, 2025. This delay was not attributable to any deficiency by Plaintiff, but to
28 Defendants’ refusal to timely provide required forms, shifting requirements, and attorney-directed
obstruction that foreclosed meaningful participation in Association governance on equal terms.

1 **D. RESULTING HARM AND BASIS FOR PUNITIVE DAMAGES**

2 As a direct and foreseeable result of Defendants’ obstruction and attorney-directed
3 misconduct:

- 4
- 5 • Plaintiff lost eligibility for a government mold remediation grant due to missed
6 deadlines; (*See Exh 308*)
 - 7 • Plaintiff and her children endured prolonged toxic-mold exposure and
8 associated health injuries;
 - 9 • Emergency repairs were delayed or rendered infeasible due to the loss of grant
10 assistance, resulting in worsening structural conditions.
 - 11 • Plaintiff incurred additional medical expenses, repair costs, lost opportunities,
12 and severe emotional distress.

13 Defendants’ knowing interference with routine Association procedures during a
14 documented health emergency—combined with opposition to judicial intervention—constitutes
15 bad-faith obstruction and intentional misuse of process, elevating the conduct beyond negligence
16 to willful and malicious misconduct supporting punitive damages.

17 **K. OUTSIDE THE SCOPE OF LITIGATION PRIVILEGE**

18 The acts described above—including withholding required architectural forms, reversing
19 prior access representations, imposing shifting and unsupported objections, refusing disclosure,
20 opposing judicial relief, escalating to liens and law enforcement, and delaying approvals during
21 a documented health emergency—constitute non-judicial, non-advocacy conduct undertaken
22 outside any legitimate litigation function. These actions were administrative and coercive in
23 nature, were not statements made in pleadings or proceedings, and were not necessary to defend
24 any claim. Instead, they were designed to obstruct compliance, delay remediation, and punish
25 Plaintiff rather than resolve any bona fide dispute.

26 Accordingly, the foregoing facts support claims for breach of contract and duty (failure to
27 comply with the CC&Rs, Bylaws, and statutory timelines), negligence and gross negligence
28 (foreseeable harm resulting from delayed health-and-safety remediation), abuse of process (use
of procedural mechanisms and opposition to court relief for an improper purpose), civil

1 conspiracy (concerted action among management, Board members, and counsel), and retaliation
2 and discrimination (selective obstruction following Plaintiff's protected governance activity).

3 Because Defendants' conduct consists of administrative obstruction, misrepresentation of
4 statutory duties, unilateral communication bans, misuse of enforcement mechanisms, and
5 interference with health-and-safety remediation—rather than protected petitioning or advocacy—
6 it falls outside the scope of litigation privilege and is not shielded by anti-SLAPP or Noerr-
7 Pennington doctrines. The conduct is therefore actionable as statutory violations, tortious
8 misconduct, abuse of process, civil conspiracy, and unconstitutional interference with Plaintiff's
9 access to lawful Association and judicial processes.

10 CONCLUSION

11 This action arises from Defendants' sustained and coordinated misuse of homeowners'
12 association authority, statutory enforcement mechanisms, and legal process to obstruct Plaintiff's
13 basic homeowner rights, retaliate against protected activity, and deny due process. As alleged,
14 Defendants breached their contractual and statutory duties under the CC&Rs, Bylaws, Arizona
15 law, and federal civil-rights protections; acted negligently and with conscious disregard for
16 known health and safety risks; engaged in intentional tortious conduct; and conspired to suppress
17 Plaintiff's participation in Association governance through selective enforcement, records
18 obstruction, procedural manipulation, and retaliatory escalation.

19 Defendants' conduct was not the product of isolated error or legitimate governance
20 discretion, but a deliberate pattern of obstruction and misuse of authority that foreseeably caused
21 Plaintiff financial loss, health-related harm, emotional distress, and deprivation of property-
22 related and procedural rights. Because Defendants denied notice, access, transparency, and an
23 opportunity to be heard—while continuing to assert enforcement power—any fines, fees,
24 penalties, liens, or collection actions imposed during the relevant period are invalid and
25 unenforceable as a matter of law.

26 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor
27 and grant all appropriate relief, including but not limited to: (a) declaratory relief confirming
28 Defendants' violations and the invalidity of the challenged enforcement actions; (b) injunctive
relief requiring compliance with the CC&Rs, Bylaws, and applicable statutes, and prohibiting

1 further retaliation or discriminatory enforcement; (c) compensatory damages for financial losses,
2 health-related injuries, emotional distress, and loss of property rights; (d) punitive damages where
3 authorized by law; (e) statutory damages and civil-rights remedies under applicable federal and
4 Arizona law; (f) costs, fees, and such other relief as the Court deems just and proper.

5
6
7 Plaintiff demands trial by jury on all claims so triable.

8 **VI. CAUSES OF ACTION COUNTS**

9
10 (All Counts Asserted Against Defendants Gardens Gilbert Community Association
11 (“GGCA”), Focus HOA Management, LLC (“Focus”), Harman Cadis, Brooke Sortor, Anna
12 Schultz, and Augustus H. Shaw IV, as applicable)

13 Plaintiff incorporates by reference all preceding paragraphs. Consistent with her prior
14 pleading, Plaintiff asserts the following causes of action, which will be fully pleaded in numbered
15 counts:

16 **COUNT I**

17 **BREACH OF CONTRACT**

18 **(CC&Rs, Bylaws, and Articles of Incorporation)**

19 *(Against GGCA and Participating Defendants)*

20
21 The CC&Rs, Bylaws, and Articles of Incorporation constitute a binding contract between
22 Plaintiff and GGCA, enforceable against the Association and those acting on its behalf, including
23 board members, officers, managing agents, and counsel acting within the scope of Association
24 authority.

25 The governing documents require, among other things:

26 A. Maintenance of common areas in a clean, sanitary, and safe condition;

27
28 B. Uniform, non-selective enforcement of rules, including nuisance, pet, and leash provisions;

1 C. Timely, good-faith architectural review and approval processes;

2 D. Transparent governance, records access, and meaningful member participation.

3
4 Defendants breached these contractual obligations by, inter alia:

- 5 • Failing to abate known sanitation hazards and persistent pet-waste conditions;
- 6
- 7 • Selectively enforcing rules against Plaintiff while ignoring identical violations by
- 8 others;
- 9 • Conditioning enforcement on disclosure of Plaintiff's identity without contractual
- 10 authority;
- 11 • Obstructing architectural approvals during a documented black-mold and water-
- 12 intrusion emergency;
- 13 • Denying Plaintiff access to records, meetings, elections, and governance
- 14 participation;
- 15 • Escalating intimidation and enforcement rather than compliance when Plaintiff
- 16 sought to repair her home.
- 17

18 Defendants further breached the governing documents by misrepresenting governance and
19 management roles to the courts, falsely asserting that Harman Cadis and Brooke Sortor were
20 "mere employees" of GGCA, despite documentary evidence and admissions establishing their
21 managerial, decision-making, and enforcement authority on behalf of the Association.

22 Plaintiff suffered damages as a direct and proximate result, including health injuries,
23 property damage, financial loss, and loss of contractual benefits.

24
25 **COUNT II**

26 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**
27 **DEALING**

28 *(Against All Contracting Defendants and Individual Participants)*

1 Every contract under Arizona law includes an implied covenant of good faith and fair
2 dealing.

3 Defendants exercised contractual discretion in bad faith by weaponizing enforcement
4 authority, architectural approvals, communications access, and records production to punish
5 Plaintiff for asserting contractual and statutory rights.

6 This bad-faith conduct included affirmative misrepresentations to the trial court and the
7 Court of Appeals, claiming that Cadis and Sortor lacked authority or personal involvement
8 because they were "*mere employees*," when in fact they exercised substantial control over
9 enforcement, records access, communications restrictions, architectural processing, and
10 escalation to law enforcement.

11 Defendants' conduct deprived Plaintiff of the reasonably expected benefits of Association
12 membership and homeownership.

14 COUNT III

15 STATUTORY VIOLATIONS

16 Defendants knowingly, willfully, and repeatedly violated mandatory statutory duties and
17 governance obligations imposed by Arizona law and the Association's own governing
18 documents, including duties owed to Plaintiff as a member of the Association.

19 A. VIOLATIONS OF THE ARIZONA PLANNED COMMUNITIES ACT

20 Defendants violated the Arizona Planned Communities Act, A.R.S. Title 33, including but
21 not limited to:

- 22 • A.R.S. § 33-1805, by refusing to provide timely access to Association books and
23 records, imposing unlawful conditions on inspection, mischaracterizing lawful
24 requests as "harassment," and obstructing Plaintiff's statutory right to information
25 necessary to protect her property, health, and governance rights;
- 26 • A.R.S. § 33-1817, by refusing to provide architectural application forms, delaying
27 review beyond statutory timeframes, imposing shifting and unsupported
28

1 objections, and obstructing emergency remediation—thereby triggering deemed
2 approval while causing foreseeable health and property harm;

- 3 • A.R.S. § 33-1803, by imposing penalties, enforcement actions, and retaliatory
4 measures without proper notice, opportunity to be heard, or due process;
- 5 • A.R.S. § 33-1807, by threatening and pursuing lien and enforcement action based
6 on defective accounting, disputed charges, non-assessment amounts, and
7 retaliatory motives rather than lawful collection posture.
8

9 **B. VIOLATIONS HB 2662 AND RELATED HOA REFORM REQUIREMENTS**

10 *Defendants further violated House Bill 2662 (HB 2662)—Arizona’s HOA reform*
11 *legislation—which strengthened homeowner protections and clarified association obligations*
12 *concerning transparency, accountability, enforcement fairness, and governance conduct under the*
13 *Planned Communities Act.*

14 Defendants’ conduct contravened the legislative intent and requirements of HB 2662 by,
15 among other things:

- 16 • Obstructing records access and transparency despite enhanced statutory emphasis on
17 homeowner access and accountability;
- 18 • Weaponizing enforcement, architectural review, and communication controls to
19 retaliate against a homeowner for exercising statutory and constitutional rights;
20
- 21 • Failing to act in good faith, consistency, and fairness in governance and enforcement
22 decisions;
- 23 • Using administrative processes to intimidate, deter participation, and suppress
24 oversight rather than to serve legitimate community purposes.
25

26 **C. VIOLATIONS OF THE ARIZONA NONPROFIT CORPORATION ACT**

27
28

1 Defendants also violated the Arizona Nonprofit Corporation Act, A.R.S. Title 10,
2 including duties governing officers, directors, managing agents, and those acting on behalf of
3 nonprofit entities, by:

- 4 • Breaching duties of loyalty, care, and good faith owed to members;
- 5
- 6 • Acting for retaliatory, self-protective, or punitive purposes rather than in the best
7 interests of the Association;
- 8 • Failing to ensure truthful disclosures and accurate representations in governance and
9 judicial proceedings;
- 10 • Misusing corporate authority to obstruct accountability and evade statutory
11 obligations.
- 12

13 **D. VIOLATIONS OF GOVERNING DOCUMENTS**

14 Independently and in addition to statutory violations, Defendants violated mandatory
15 duties imposed by the Association's CC&Rs, Bylaws, and Articles of Incorporation, including
16 obligations relating to:

- 17 • Maintenance of common areas in a safe, sanitary, and non-hazardous condition;
- 18
- 19 • Uniform, non-selective enforcement of rules and restrictions;
- 20
- 21 • Timely and good-faith architectural review;
- 22 • Transparent governance, records access, and member participation.

23 **E. COMPOUNDING VIOLATIONS THROUGH MISREPRESENTATIONS**

24 Defendants compounded these statutory and contractual violations by making false and
25 misleading representations to the trial court and the Arizona Court of Appeals regarding the roles,
26 authority, and accountability of Harman Cadis and Brooke Sortor—mischaracterizing them as
27 mere “employees” rather than decision-makers or agents—in an effort to evade statutory
28 responsibility, shield individuals from liability, and obstruct judicial review.

- 1 • Repeated mischaracterization of Plaintiff's statutorily protected activity—records
2 requests, health-and-safety reporting, election participation, and court filings—as
3 “*harassment*,” despite clear notice that such activity was lawful and protected;
- 4 • Willful refusal to provide statutorily required records and architectural forms,
5 including during a documented black-mold and water-intrusion emergency affecting
6 Plaintiff and her children;
- 7 • Obstruction and delay of emergency architectural remediation, knowingly prolonging
8 Plaintiff's exposure to toxic mold, unsanitary conditions, and escalating health risks;
- 9 • Escalation to law enforcement based on false premises, including false representations
10 to the City of Mesa Police that Defendants possessed an Injunction Against
11 Harassment against Plaintiff when no such order existed, resulting in police
12 intervention during Plaintiff's lawful attempt to obtain an architectural form necessary
13 to address a health hazard;
- 14 • Monitoring Plaintiff's online activity, communications, and public postings, including
15 collecting, tracking, and referencing Plaintiff's online speech and filings, not for
16 compliance or security purposes but to retaliate against her for protected expression
17 and to escalate enforcement and litigation posture;
- 18 • Surveilling Plaintiff's home and presence within the community, including monitoring
19 her movements, visits to the management office, and interactions related to
20 governance and architectural compliance, with the intent to intimidate, deter further
21 complaints, and manufacture enforcement leverage;
- 22 • Using such monitoring and surveillance to retaliate financially, including escalating
23 enforcement, imposing additional fees, threatening liens, and increasing costs
24 associated with compliance and defense, thereby attempting to punish Plaintiff
25 economically for asserting her rights;
- 26 • False representations to courts asserting that Harman Cadis and Brooke Sortor were
27 mere “*employees*,” despite evidence of their decision-making authority, thereby
28

1 denying accountability, prolonging obstruction, and exacerbating Plaintiff's
2 emotional distress and exposure to harm;

- 3 • Coordinated suppression through counsel, management, and Board members rather
4 than lawful compliance with statutory and contractual duties.
- 5 • Defendants' conduct was not isolated, inadvertent, or merely discourteous. It was
6 deliberate, sustained over many months, retaliatory in nature, and carried out through
7 misuse of institutional power over Plaintiff's home, finances, health, speech, and
8 participation rights.
- 9 • **Misuse of litigation tools and third-party processes as a means of harassment and**
10 **intimidation**, including weaponizing discovery, depositions, and sanctions practice to
11 target Plaintiff's financial indigency and personal circumstances rather than any
12 legitimate issue in dispute; propounding discovery and deposition requests unrelated
13 to the claims or defenses in this action for the purpose of burdening, embarrassing,
14 and coercing Plaintiff; repeatedly seeking sanctions despite Defendants' knowledge
15 of Plaintiff's indigency; and mirroring unsupported discovery allegations with third-
16 party governmental intrusion—resulting in investigators appearing at Plaintiff's home
17 and a fraudulently submitted application falsely alleging self-employment—thereby
18 escalating fear, humiliation, and disruption to Plaintiff and her children. This conduct
19 was retaliatory, oppressive, and undertaken with reckless disregard for the severe
20 emotional distress it would cause.

21 **B. ABUSE OF POWER AND TARGETED SURVEILLANCE**

22 Defendants exercised asymmetrical power over Plaintiff's housing stability, architectural
23 approvals, records access, elections, enforcement mechanisms, and financial obligations. That
24 power was compounded by targeted monitoring of Plaintiff's online activity and physical
25 presence, creating a coercive environment in which Plaintiff reasonably feared that any attempt
26 to speak, assemble, seek help, or remediate her home would trigger further retaliation.

1 Arizona law recognizes that abuse of authority, targeted surveillance, and exploitation of
2 power imbalances—particularly where housing, health, and family safety are implicated—may
3 render conduct outrageous even where similar acts might not be so in ordinary disputes.

4 **C. INTENT OR RECKLESS DISREGARD**

5
6 Defendants intended to cause Plaintiff severe emotional distress or, at minimum, acted
7 with reckless disregard of the near certainty that such distress would result.

8 Defendants were repeatedly informed that their actions—including monitoring,
9 surveillance, law-enforcement escalation, and financial retaliation—were causing Plaintiff fear,
10 anxiety, humiliation, and physical symptoms, and were adversely affecting her children’s sense
11 of safety. Despite this notice, Defendants persisted, escalated, and intensified their conduct.

12 **D. SEVERE EMOTIONAL DISTRESS**

13
14 As a direct and proximate result of Defendants’ conduct, Plaintiff suffered severe
15 emotional distress, including:

- 16 • Persistent anxiety, fear, hypervigilance, and humiliation;
- 17 • Sleep disturbance, panic symptoms, and physical manifestations of stress
- 18 • Trauma and ongoing fear resulting from surveillance, law-enforcement escalation, and
19 threats to housing stability, which forced Plaintiff to install “No Trespassing” signage
20 and security cameras around her home—measures she had never previously required
21 prior to Defendants’ conduct. Emotional injury compounded by financial pressure,
22 retaliatory fees, and fear of continued monitoring affecting her children’s safety.

23
24 Plaintiff’s distress was severe, medically significant, and far beyond transient upset or
25 annoyance, satisfying Arizona’s threshold for emotional-distress claims.

26 **E. NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**

27
28 In the alternative, Defendants negligently breached duties of reasonable care owed to
Plaintiff in the context of housing governance, health, safety, and financial administration.

1 Defendants' negligent acts and omissions—including failure to abate known hazards,
2 refusal to provide architectural documentation, reckless surveillance, and unjustified law-
3 enforcement escalation—created an unreasonable risk of emotional harm that foreseeably
4 resulted in serious emotional distress accompanied by physical symptoms.

5 **COUNT VIII**

6 **BREACH OF FIDUCIARY DUTY**

7
8 *(Against GGCA Board Members, Focus HOA, and Managing Agents)*

9 Plaintiff incorporates by reference all preceding paragraphs of this Amended Complaint
10 as if fully set forth herein.

11
12 At all relevant times, Defendants Gardens/Gilbert Community Association (“GGCA”),
13 its current and former Board members *(including former President Anna Schultz)*, Focus HOA
14 Management, LLC (“Focus HOA”), and managing agents Harman Cadis and Brooke Sortor
15 owed Plaintiff fiduciary duties of loyalty, care, good faith, honesty, and fair dealing arising from
16 their control over Association governance, enforcement authority, records access, architectural
17 review, and common-area maintenance.

18 These fiduciary duties required Defendants to act in the best interests of the Association
19 and its members, to exercise their discretionary authority impartially and in good faith, to disclose
20 material facts truthfully, and to refrain from using Association power for retaliatory, self-
21 protective, or punitive purposes.

22 Defendants breached their fiduciary duties through a sustained course of conduct that
23 included, without limitation:

- 24 1. **RETALIATORY AND SELF-PROTECTIVE CONDUCT:** Acting not to protect the
25 Association or its members, but to retaliate against Plaintiff for reporting health and safety
26 hazards, requesting records, seeking election participation, and petitioning courts and
27 agencies, including escalating enforcement, restricting communications, and excluding
28 Plaintiff from governance participation.

- 1 2. **SUPPRESSION OF COMPLAINTS AND HAZARD REMEDIATION:** Ignoring,
2 minimizing, or deflecting documented sanitation hazards, pet-waste accumulation,
3 trespass, and toxic mold exposure affecting Plaintiff's home; refusing to enforce CC&Rs
4 uniformly; and suppressing or discouraging further complaints rather than remedying
5 known risks to health, safety, and property.
- 6 3. **MISREPRESENTATION OF AUTHORITY AND ROLES TO COURTS:** Knowingly
7 misrepresenting—or causing counsel to misrepresent—the authority, agency, and
8 decision-making roles of Harman Cadis and Brooke Sortor to the Maricopa County
9 Superior Court and the Arizona Court of Appeals by falsely characterizing them as mere
10 “employees” without authority, despite their direct control over enforcement, records
11 access, architectural approvals, and communications. These misrepresentations were
12 made to evade accountability, limit discovery, and shield individual actors from liability.
- 13 4. **USE OF COUNSEL AND LITIGATION POSTURE TO OBSTRUCT RATHER
14 THAN GOVERN:** Employing Association counsel not to facilitate lawful governance,
15 compliance, or dispute resolution, but to silence Plaintiff, impose unlawful
16 communication bans, obstruct statutory records access and architectural compliance,
17 escalate enforcement pressure, and advance misleading positions before courts—conduct
18 undertaken to protect individual Defendants rather than the Association's interests.
- 19 5. **FAILURE OF CANDOR, TRANSPARENCY, AND LOYALTY:** Withholding
20 material information from Plaintiff and other members; providing misleading financial
21 and governance disclosures; denying access to records later produced post-litigation; and
22 advancing inconsistent narratives regarding enforcement authority and governance
23 responsibilities.
- 24 6. **ABUSE OF NON-PROFIT STATUS AND LITIGATION PROCESS TO EVADE
25 ACCOUNTABILITY:** Defendants further breached their fiduciary duties by abusing the
26 Association's nonprofit corporate status and litigation process to evade accountability for
27 known personal injury, health risks, and statutory violations affecting Plaintiff, while
28 improperly shifting financial and legal exposure onto the Association's membership.

1 Specifically, Defendants, acting individually and in concert, attempted to invoke the
2 Arizona Nonprofit Corporation Act and the Association's corporate form as a shield for
3 blanket immunity, despite contemporaneous knowledge of Plaintiff's documented health
4 injuries, unsafe living conditions, and deprivation of statutory and contractual rights.
5 Rather than addressing these harms through lawful governance, remediation, or good-faith
6 dispute resolution, Defendants pursued a litigation posture designed to foreclose liability
7 altogether by mischaracterizing individual decision-makers as non-actors and asserting
8 that only the corporate Association could be responsible.

9 This strategy constituted an abuse of fiduciary authority because Defendants knowingly
10 used the nonprofit entity not to protect the Association or its members, but to insulate
11 individual Board members, managing agents, and decision-makers from personal
12 accountability for wrongful acts undertaken within the scope of their discretionary control.
13 In doing so, Defendants subordinated the interests of the Association and its homeowners
14 to their own self-protective objectives.

15 **7. MISALLOCATION OF RISK AND FINANCIAL HARM TO HOMEOWNERS:**

16 Defendants also breached their fiduciary duties by misusing their legal responsibilities to
17 concentrate liability, litigation exposure, and financial penalties on the Association
18 itself—thereby imposing substantial and unnecessary legal costs on the homeowners they
19 serve—while simultaneously denying wrongdoing, obstructing compliance, and
20 escalating disputes that could have been resolved through lawful governance.

21 Rather than mitigating risk, Defendants authorized and pursued aggressive litigation
22 tactics, excessive motion practice, and obstructionist positions that increased attorneys'
23 fees, costs, and potential judgments borne by the Association's members, without
24 disclosure, member consent, or any legitimate governance justification. This conduct
25 exposed homeowners to financial harm unrelated to any Association benefit and reflected
26 a conscious disregard of Defendants' duty of loyalty and care.

27 Defendants' misuse of the nonprofit structure and litigation process corrupted the proper
28 purpose of Association governance, constituted abuse of process, and violated fiduciary
obligations to act transparently, prudently, and in the best interests of the membership.

1 As a direct and proximate result of these additional breaches, Plaintiff and the
2 Association's members suffered foreseeable harm, including increased litigation costs,
3 impaired governance integrity, loss of trust, and the diversion of Association resources
4 away from health, safety, and community maintenance obligations.

5 Defendants' conduct constituted a breach of fiduciary duty because it placed Defendants'
6 personal, reputational, financial, and litigation interests above the interests of the Association and
7 its members, violated duties of honesty and loyalty, and corrupted the exercise of discretionary
8 authority entrusted to them under the CC&Rs, Bylaws, Articles of Incorporation, and Arizona
9 law.

10 As a direct and proximate result of these breaches, Plaintiff suffered damages including,
11 but not limited to: loss of governance rights; deprivation of records and participation; exposure
12 to ongoing health and safety hazards; emotional distress; financial loss; reputational harm;
13 interference with housing stability; and litigation-related injury.

14 Defendants' breaches were knowing, willful, and undertaken with conscious disregard
15 for Plaintiff's rights, entitling Plaintiff to compensatory damages, equitable relief, punitive
16 damages were permitted by law, and all other appropriate relief.

17 **COUNT IX**

18 **ABUSE OF PROCESS**

19
20 The conduct alleged in Subsections 6–7 constitutes **abuse of process** because Defendants
21 *used legal and quasi-legal mechanisms—corporate status assertions, immunity arguments, motion*
22 *practice, discovery tactics, and allocation of liability—not to resolve a bona fide dispute, but for*
23 **an ulterior purpose:** to evade personal accountability for known harms, obstruct Plaintiff's
24 access to remedies, and shift exposure onto the Association and its members. The misuse of the
25 *nonprofit corporate form and litigation tools to block redress for documented injuries, rather than*
26 *to advance legitimate governance objectives, satisfies Arizona's requirement of (1) a willful act*
27 *in the use of process (2) for an improper, collateral purpose.*
28

1 homeowners, while advancing shifting, pretextual explanations unsupported by the CC&Rs,
2 Bylaws, or statute.

3 Defendants' conduct interfered with, coerced, and intimidated Plaintiff in the exercise of
4 housing and governance rights, in violation of 42 U.S.C. § 3617, by escalating enforcement and
5 third-party involvement and by withholding access necessary for compliance and remediation
6 after Plaintiff engaged in protected activity.

7 These actions also constitute retaliation for protected conduct and selective enforcement
8 lacking a rational basis, violating equal-protection guarantees. The allegations rest on non-
9 expressive conduct (administrative obstruction, enforcement escalation, denial of access), not
10 protected petitioning, and are supported by temporal proximity, comparator evidence, and
11 inconsistent justifications.

12 As a proximate result, Plaintiff suffered loss of housing-related rights, financial harm,
13 emotional distress, and interference with health and safety remediation.

14 **COUNT XIII**

15 **RETALIATION**

16 *(State and Federal)*

17
18
19 Plaintiff incorporates by reference all preceding allegations as though fully set forth
20 herein, including the allegations supporting **COUNT (Discrimination)** and **COUNT (Abuse of**
21 **Process)**.

22 Plaintiff engaged in protected activity under Arizona and federal law, including but not
23 limited to: requesting Association financial and governance records; seeking election procedures
24 and participation; reporting health and safety hazards affecting her home; communicating with
25 municipal agencies; and petitioning courts for relief. These activities are protected by **A.R.S. Title**
26 **33, the Fair Housing Act, and the First Amendment.**

27 After and because Plaintiff engaged in this protected conduct, Defendants undertook a
28 series of materially adverse actions intended to punish Plaintiff and deter further exercise of her
rights. These actions were applied selectively and discriminatorily, deviating from how similarly

1 situated homeowners were treated, and included denial of equal access to architectural approvals,
2 records, meetings, and remediation processes necessary to address health hazards.

3 Defendants escalated these retaliatory measures through misuse of legal and quasi-legal
4 processes, including lien threats, obstructive enforcement tactics, law-enforcement escalation
5 under false premises, and litigation positions advanced not to resolve bona fide disputes but to
6 burden, intimidate, and silence Plaintiff. These acts transformed routine Association processes
7 into instruments of retaliation.

8 The retaliatory conduct included, without limitation:

- 9
- 10 a. selectively escalating violations, enforcement pressure, and scrutiny after Plaintiff
 - 11 requested records and election transparency;
 - 12 b. obstructing and delaying architectural approvals required to remediate
 - 13 documented health and safety conditions, while approvals for other homeowners
 - 14 were processed without similar barriers;
 - 15 c. restricting Plaintiff's access to records, portals, agendas, and meetings after she
 - 16 exercised statutory rights;
 - 17 d. imposing unilateral communication bans while continuing enforcement, billing,
 - 18 and lien threats;
 - 19 e. escalating collection activity based on disputed or unverifiable charges Plaintiff
 - 20 was prevented from reviewing;
 - 21 f. invoking law-enforcement involvement during Plaintiff's lawful efforts to obtain
 - 22 routine Association forms; and
 - 23 g. advancing misleading litigation narratives to recast Plaintiff's protected activity as
 - 24 improper or harassing.

25 The temporal proximity, escalation, and selective nature of these actions establish a direct
26 causal link between Plaintiff's protected activity and Defendants' adverse conduct. The same acts
27 that constitute discrimination and abuse of process and also constitute retaliation, as they would
28 deter a reasonable homeowner from exercising protected rights.

1 Defendants' conduct further constitutes unlawful interference, coercion, and intimidation
2 in violation of 42 U.S.C. § 3617, which prohibits retaliation against a person for exercising or
3 aiding others in the exercise of housing-related rights.

4 As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff suffered loss
5 of governance and housing-related rights, unequal treatment in access to Association services,
6 financial harm, emotional distress, increased health risks due to delayed remediation, and
7 interference with her ability to safely maintain her home.

8 **COUNT XV**

9 **FIRST AMENDMENT VIOLATIONS**

10
11 *(U.S. Const. amend. I; Ariz. Const. art. II, § 6; 42 U.S.C. §§ 1983 & 1985)*
12 *(Against All Defendants, as applicable)*

13
14 Plaintiff engaged in constitutionally protected activity, including petitioning for redress
15 of grievances, requesting statutorily mandated records pursuant to A.R.S. § 33-1805, reporting
16 sanitation and safety hazards, participating in Association governance and elections, attempts to
17 assemble and seeking judicial relief in state court and Plaintiff proceedings.

18 At all relevant times, Defendants exercised state-enabled, quasi-governmental authority
19 delegated by Arizona law through the Arizona Planned Communities Act, including authority to
20 regulate property use and occupancy, impose penalties and fines with lien consequences, control
21 access to Association meetings and elections, restrict member communications, and condition
22 housing-related approvals on compliance with Association processes. Defendants' authority was
23 exercised pursuant to state statute and enforceable only through state-created mechanisms,
24 including lien enforcement, court proceedings, and compelled compliance affecting Plaintiff's
25 housing rights.

26 Defendants acted under color of state law within the meaning of 42 U.S.C. § 1983 because
27 their conduct involved the exercise of powers traditionally and exclusively associated with the
28 State, including coercive enforcement affecting housing access and governance participation, and
because their actions were made possible only by statutory delegation and judicial enforcement.
See, e.g., Lugar v. Edmondson Oil Co., 457 U.S. 922 (1982); Brentwood Acad. v. Tenn. Secondary

1 *Sch. Athletic Ass'n*, 531 U.S. 288 (2001). Arizona courts likewise recognize that entities
2 exercising statutorily delegated enforcement authority affecting property and housing rights may
3 be subject to constitutional constraints.

4 After Plaintiff engaged in protected speech, petitioning, and assembly, Defendants
5 undertook adverse actions that would chill a person of ordinary firmness from continuing to
6 exercise those rights. These actions included, without limitation: imposing unilateral "mail-only"
7 and counsel-only communication bans; escalating enforcement and lien threats; excluding
8 Plaintiff from governance participation and election processes; obstructing architectural
9 approvals necessary to remediate documented health and safety hazards; mischaracterizing
10 protected activity as "harassment"; escalating matters to law enforcement based on false premises;
11 and suppressing Plaintiff's access to Association records, meetings, and forums.

12 Defendants' retaliatory actions were substantially motivated by Plaintiff's protected
13 activity, as evidenced by temporal proximity between Plaintiff's complaints and Defendants'
14 escalation; express statements by counsel threatening litigation to silence Plaintiff; disparate
15 treatment compared to similarly situated homeowners; and continued retaliation after Defendants
16 were placed on notice that Plaintiff's conduct was statutorily and constitutionally protected.
17 Defendants' actions lacked any legitimate governmental or contractual justification and were not
18 narrowly tailored to serve a compelling interest, in violation of both the First Amendment and
19 Article II, § 6 of the Arizona Constitution, which independently protects free speech and
20 petitioning rights.

21 Defendants further conspired and acted in concert to suppress Plaintiff's speech,
22 assembly, and participation through coordinated action among Association board members,
23 management personnel, and legal counsel, in violation of 42 U.S.C. § 1985. As part of that
24 coordinated effort, Defendants weaponized enforcement mechanisms, architectural processes,
25 and governance controls to punish protected speech and deter Plaintiff from continued
26 participation.

27 These First Amendment violations are inseparably intertwined with Defendants' abuse of
28 process and fraud on the court, as alleged in Counts XII (Abuse of Process) and [Fraud on the
Court / Judicial Estoppel Count]. Defendants used legal and administrative processes not to

1 resolve legitimate disputes, but to retaliate against Plaintiff for protected activity, to intimidate
2 and silence her, and to obstruct her access to judicial redress. Defendants further advanced false
3 and misleading representations to the trial court and the Arizona Court of Appeals regarding the
4 authority, roles, and status of key actors—including mischaracterizing decision-makers as “mere
5 employees”—for the purpose of evading liability and insulating retaliatory conduct from review.

6 The misuse of judicial and quasi-judicial processes to punish protected speech and
7 petitioning activity constitutes an independent constitutional injury and further establishes that
8 Defendants’ conduct falls outside any litigation privilege or legitimate advocacy function. See
9 *Sosa v. DIRECTV, Inc.*, 437 F.3d 923 (9th Cir. 2006) (litigation privilege does not shield conduct
10 that is itself unlawful or used as a means of extortion or retaliation); *Mack v. City of Flagstaff*,
11 202 Ariz. 183 (App. 2002) (retaliatory use of governmental process may support constitutional
12 claims).

13 As a direct and proximate result of Defendants’ conduct, Plaintiff suffered loss of
14 governance and participation rights, chilling of speech and petitioning activity, emotional distress,
15 reputational harm, financial loss, housing-related injury, and interference with her ability to seek
16 redress through the courts.

17 Defendants’ actions violated the First Amendment to the United States Constitution,
18 Article II, § 6 of the Arizona Constitution, and 42 U.S.C. §§ 1983 and 1985.

19 **COUNT XVI**

20 **ABUSE OF PROCESS**

21
22 Plaintiff incorporates by reference all preceding paragraphs of this Amended Complaint,
23 including the factual allegations supporting (First Amendment Violations), as if fully set forth
24 herein.

25 Defendants knowingly and willfully misused and perverted legal and quasi-legal
26 processes for purposes other than those for which such processes were designed, including to
27 retaliate against Plaintiff for engaging in constitutionally and statutorily protected speech,
28 petitioning, and participation in Association governance, and to coerce, intimidate, and silence
Plaintiff rather than to resolve any legitimate dispute.

1 Beginning in or about late 2023 and continuing through 2025, Defendants initiated,
2 threatened, and deployed legal and administrative processes—including cease-and-desist letters,
3 unilateral communication bans, lien threats, enforcement actions, architectural review procedures,
4 law-enforcement escalation, and court filings—not to secure lawful relief, but to punish Plaintiff
5 for exercising protected rights and to deter her from further speech, assembly, petitioning, and
6 governance participation, as alleged in COUNT XI.

7 Defendants' abuse of process included, without limitation, issuing cease-and-desist letters
8 and imposing unilateral "mail-only" and counsel-only communication restrictions under the
9 pretext of stopping "harassment," when Plaintiff was in fact engaging in statutorily protected
10 records requests, health-and-safety reporting, and governance participation. Defendants further
11 threatened litigation—including express statements by counsel that Defendants "may sue her
12 tomorrow"—for the improper purpose of silencing Plaintiff and deterring continued protected
13 activity, rather than to remedy any cognizable legal wrong.

14 Defendants escalated matters to the City of Mesa Police based on false representations
15 implying that Defendants possessed an Injunction Against Harassment against Plaintiff, when no
16 such order existed. This resulted in police involvement during Plaintiff's lawful attempt to obtain
17 an architectural form necessary to address a documented toxic-mold emergency in her home,
18 transforming a routine administrative matter into a coercive and intimidating confrontation
19 designed to deter Plaintiff from further assertion of rights.

20 Defendants further weaponized architectural review processes by refusing to provide
21 required forms, imposing shifting and unsupported objections, and delaying decisions beyond
22 statutory deadlines—not to enforce design standards, but to obstruct Plaintiff's ability to
23 remediate serious health and safety hazards after she engaged in protected speech, records
24 requests, and litigation activity.

25 Defendants also threatened and pursued lien and enforcement actions based on disputed,
26 defective, or non-assessment charges while simultaneously denying Plaintiff access to records,
27 accountings, and dispute mechanisms, using the threat of foreclosure-related consequences as
28 Each of the foregoing acts constituted a willful misuse of process after its issuance or invocation,
undertaken to accomplish ulterior purposes—namely retaliation, intimidation, suppression of

1 speech, and obstruction of governance participation—rather than to achieve the legitimate ends
2 of any legal or administrative process.

3 Defendants' improper motive is further evidenced by:

- 4 a) the close temporal proximity between Plaintiff's protected activity and
5 Defendants' escalation;
- 6 b) express threats by counsel to initiate litigation to silence Plaintiff;
- 7 c) disparate treatment compared to similarly situated homeowners;
- 8 d) persistence in coercive tactics after notice that Plaintiff's conduct was
9 statutorily and constitutionally protected; and
- 10 e) Defendants' retreat, reversal, or partial compliance only after judicial
11 intervention.

12 Defendants' abuse of process was inextricably intertwined with, and undertaken in
13 furtherance of, the First Amendment violations, as the misused processes were employed
14 specifically to chill speech, deter petitioning, suppress assembly, intimidate Plaintiff and her
15 family, and obstruct Plaintiff's access to Association governance and judicial redress.

16 As a direct and proximate result of Defendants' abuse of process, Plaintiff suffered
17 damages including, but not limited to: emotional distress; fear and humiliation; loss of housing-
18 related rights and opportunities; health-related harm due to delayed remediation; financial loss;
19 interference with access to courts; deterioration of neighbor relationships; and chilling of
20 constitutionally protected activity.

21 Defendants' conduct was willful, malicious, and undertaken with conscious disregard for
22 Plaintiff's rights, entitling Plaintiff to compensatory damages, punitive damages, and all other
23 relief allowed by law.

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COUNT VIII

JUDICIAL ESTOPPEL AND FRAUD ON THE COURT

Defendants are judicially estopped from denying responsibility for the conduct alleged herein and are liable for fraud on the court based on materially false and inconsistent representations made to the Maricopa County Superior Court and the Arizona Court of Appeals regarding the authority, roles, and decision-making status of Harman Cadis, Brooke Sortor, and Focus HOA Management, LLC.

Throughout the underlying proceedings, Defendants—through counsel Augustus H. Shaw IV—represented to the courts that Cadis and Sortor were mere “employees” lacking decision-making authority or agency status sufficient to support liability. These representations were made in pleadings, sworn affidavits, and argument for the express purpose of avoiding judicial scrutiny and shielding Defendants from accountability.

Those representations were materially false and directly contradicted by Defendants’ own disclosures, governing documents, contemporaneous written communications, and admissions to third parties. In particular, statements made to the City of Mesa Police confirmed that Brittany Schultz and Jennifer Munn were acting as employees and agents of Focus HOA Management, LLC, representing GGCA, and operating under the supervision and direction of Community Manager Brooke Sortor during the relevant events. Defendants’ shifting characterizations of these individuals’ roles were deliberate and strategic, not inadvertent.

Defendants succeeded in advancing these false characterizations to obtain procedural advantage and judicial deference, and thereafter attempted to reverse course when confronted with evidence of coordinated retaliation, records obstruction, architectural interference, and enforcement misconduct. Judicial estoppel applies because Defendants:

- 1) took clearly inconsistent positions in judicial proceedings;
- 2) succeeded in persuading courts to accept the earlier position; and
- 3) derived an unfair advantage while imposing unfair detriment on Plaintiff.

1 Defendants' conduct further constitutes fraud on the court because the misrepresentations
2 were calculated to improperly influence judicial decision-making, obstruct the truth-seeking
3 function of the courts, and prevent adjudication of Plaintiff's claims on their merits. False sworn
4 statements regarding authority, agency, and decision-making responsibility strike at the integrity
5 of the judicial process and are not protected by litigation privilege.

6 These false representations were overt acts in furtherance of Defendants' abuse of process
7 and retaliation and were employed to evade liability, justify communication bans and records
8 obstruction, shield non-party actors from discovery, and undermine Plaintiff's access to judicial
9 redress.

10 Defendants are therefore barred by judicial estoppel from denying the authority, agency,
11 and participation of Cadis, Sortor, Focus HOA Management, LLC, and related actors and are
12 liable for fraud on the court in connection with the abuse of process alleged herein.

13 This subsection is pleaded in direct support of Abuse of Process and First Amendment
14 Violations, as Defendants' false representations were used as instrumentalities to chill protected
15 activity, suppress governance participation, and manipulate judicial proceedings to punish
16 Plaintiff for asserting her rights.

17 **COUNT XIII**

18 **CIVIL CONSPIRACY**

19 *(Against All Defendants)*

20
21
22 Defendants knowingly entered into and carried out a concerted scheme—acting in
23 coordination with former and current GGCA board members, Focus HOA Management
24 employees, and counsel—to retaliate against Plaintiff, obstruct her statutory and contractual
25 rights, intimidate Plaintiff and her family, and suppress her participation in Association
26 governance. In furtherance of this conspiracy, Defendants committed overt acts including,
27 without limitation, false representations to the trial court and the Arizona Court of Appeals
28 regarding the authority and roles of management actors, coordinated communication bans,
obstruction of records and architectural processes, escalation to law enforcement, and misuse of
enforcement mechanisms. These acts were undertaken to shield responsible actors from

1 accountability, chill Plaintiff's protected activity, and secure improper litigation and governance
2 advantage.

3
4 **PRESERVATION OF RIGHTS**

5 Plaintiff reserves the right to amend these claims to conform to the evidence and
6 applicable law as discovery proceeds.

7 Plaintiff reserves the right to add or refine counts consistent with the facts and applicable
8 law.

V. TABLE OF AUTHORITIES

A. U.S. SUPREME COURT CASES

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1. *Alexander v. Gardner-Denver Co.*, 415 U.S. 36 (1974)

Affirms that discrimination claims under the FHA are distinct from procedural or contractual disputes and require independent judicial review.

Relevance: Fair Housing Act discrimination claims

2. *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978)

The Supreme Court held that a prevailing defendant in a civil rights lawsuit may only recover attorney's fees if the plaintiff's claim was frivolous, unreasonable, or without foundation. This ruling protects good-faith litigants from being unfairly penalized for pursuing legitimate claims, even if they ultimately do not prevail.

3. *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532 (1985)

Establishes the right to due process before deprivation of property or employment.

Relevance: HOA fines, penalties, and legal fees constitute a deprivation of property without proper due process.

4. *Fox v. Vice*, 563 U.S. 826 (2011) [18,26]

In *Fox*, the Court clarified that even if some claims in a lawsuit are frivolous, a defendant cannot recover attorneys' fees for work that would have been necessary for defending non-frivolous claims. This ensures that plaintiffs are not unfairly burdened with fees for legitimate legal arguments.

5. *Mathews v. Eldridge*, 424 U.S. 319 (1976)

Establishes the framework for procedural due process.

Relevance: Supports plaintiff's argument that attorney fees should not be imposed without procedural fairness.

6. *Texas Dept. of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015)

Establishes legal standards for proving discrimination under the Fair Housing Act (FHA).

Relevance: Strengthens Plaintiff's housing discrimination and retaliation claims.

7. *Yick Wo v. Hopkins*, 118 U.S. 356 (1886) [10]

Addresses discriminatory enforcement and equal protection violations.

1 **Relevance:** Supports Plaintiff's argument that the Defendant's (HOA and its third-party
2 representatives) selectively enforced rules against Plaintiff.

3
4 **B. U.S. COURT OF APPEALS CASES (NINTH CIRCUIT & OTHERS)**

5 **1. *Haines v. Kerner*, 404 U.S. 519 (1972) [10]**

6 Establishes procedural leniency for pro se litigants.

7 **Relevance:** Strengthens Rodriguez's argument that courts must accommodate pro se
8 litigants.

9 **2. *Melendres v. Arpaio*, 784 F.3d 1254 (9th Cir. 2015) [10]**

10 Demonstrates judicial intervention to address systemic racial discrimination, reinforcing
11 equitable remedies in HOA discrimination cases.

12 **3. *Schaeffer v. Anne Arundel County*, 338 F.3d 192 (4th Cir. 2003) [11]**

13 Establishes that third-party agents, including attorneys and property managers, may be
14 held personally liable for violating statutory duties or engaging in bad-faith actions.

15 **Relevance:** Supports Rodriguez argument that the Gardens Gilbert Community
16 Association HOA Board of Directors, particularly Anna Schultz, along with third-party
17 property management company Focus HOA Management, LLC, and its representatives
18 Harmin Cadis and Brooke Sortor, as well as their legal counsel, should be held
19 accountable for their misconduct, statutory violations, and bad-faith litigation tactics that
20 have harmed Rodriguez and her family.

21 **4. *Shields v. Cape Fox Corp.*, 42 P.3d 1083 (Alaska 2002) [11]**

22 Emphasizes that third-party representatives, including HOA attorneys and property
23 managers, may be held liable when they act outside the scope of their authority, engage
24 in fraudulent, deceptive, or discriminatory conduct, or otherwise violate professional and
25 ethical obligations.

26 **Relevance:** Supports argument that legal counsel, Augustus H. Shaw IV, has engaged in
27 improper, unethical, and bad-faith litigation practices, warranting accountability. This
28 case reinforces Rodriguez claim that attorneys who exploit legal procedures or engage in
deceptive conduct can and should be held liable for their actions.

1 **5. *Wilson v. Glenwood Intermountain Props., Inc.*, 98 F.3d 590 (10th Cir. 1996)**

2 Affirms tenant protections under the Fair Housing Act (FHA) and supports claims related
3 to housing discrimination, retaliation, and habitability violations. The case underscores
4 that landlords, property managers, and HOAs must adhere to fair housing laws and cannot
5 engage in selective enforcement, harassment, or discriminatory treatment against
6 residents.

7 **Relevance:** Supports Plaintiff's claim that Gardens Gilbert Community Association,
8 Focus HOA Management, LLC, and their representatives, including Harmin Cadis,
9 Brooke Sortor, and Anna Schultz, engaged in discriminatory housing practices and
10 retaliation. Strengthens Rodriguez's argument that the HOA's targeted enforcement,
11 failure to address habitability issues, and harassment violate the Fair Housing Act (42
12 U.S.C. §§ 3601–3619) and Arizona Fair Housing Act (A.R.S. § 41-1491 et seq.).

13 **C. ARIZONA SUPREME AND COURT OF APPEALS CASES**

14 1. *Associated Indem. Corp. v. Warner*, 143 Ariz. 567, 570 (1985)

15 Establishes punitive damages for malicious or reckless conduct and the reasonableness of
16 attorney fees.

17 2. *Chalpin v. Snyder*, 220 Ariz. 413 (App. 2008)

18 Rejects blanket immunity where defendants misuse corporate form or litigation process;
19 supports abuse-of-process, conspiracy, and punitive-damages theories.

20 3. *Dawson v. Withycombe*, 216 Ariz. 84, 103–04 (App. 2007)

21 Confirms that corporate officers, directors, and agents may be personally liable for tortious
22 conduct, even when acting within an entity—central to amendment and individual-
23 liability allegations.

24 4. *Hall v. Romero*, 141 Ariz. 120, 123 (App. 1984)

25 Establishes that individuals are liable for their own torts notwithstanding corporate
26 affiliation; supports naming Board members and managing agents.

1 5. *Flynn v. Campbell*, 243 Ariz. 76 (2017)

2 Recognizes that pro se litigants are entitled to procedural considerations and judicial
3 fairness.

4 6. *Ford v. Revlon, Inc.*, 153 Ariz. 38 (1987)

5 Establishes liability for entities, including HOAs, that knowingly fail to address
6 harassment or misconduct.

7 7. *Griffith Energy LLC v. Arizona Department of Revenue*, 210 Ariz. 132 (Ct. App. 2005)

8 Reinforces the need for courts to consider all material evidence.

9 8. *Marquez v. Ortega*, 231 Ariz. 437 (Ct. App. 2013)

10 Addresses retaliatory conduct and violations of housing rights.

11 9. *Miller v. Corning Glass Works*, 102 Ariz. 326 (1967)

12 Establishing duty of care in negligence cases.

13 10. *State ex rel. Corbin v. Pickrell*, 136 Ariz. 589 (1983)

14 Addresses misuse of legal process and bad-faith litigation conduct; supports abuse-of-
15 process and intentional-tort counts.

16 11. *Swichtenberg v. Brimer*, 171 Ariz. 77 (Ct. App. 1991)

17 Enforcement of fiduciary duties in community associations

18
19 **D. FEDERAL STATUTES**

20 **1. 42 U.S.C. § 3617 – Prohibits retaliation against individuals exercising fair housing**
21 **rights.**

22 **Legal Standard:** Under 42 U.S.C. § 1988(b), 42 U.S.C. § 3617 prohibits coercion,
23 intimidation, threats, or interference against individuals exercising their fair housing
24 rights. This provision protects individuals from retaliatory actions taken by landlords,
25 homeowners' associations (HOAs), or property managers in response to asserting rights
26 under the Fair Housing Act (FHA).

27 **2. Fair Housing Act (42 U.S.C. §§ 3601–3619)**

28 Protects against housing discrimination and retaliation.

1 **Legal Standard:** Prohibits housing discrimination, retaliation, and coercion based on
2 race, color, national origin, sex, disability, familial status, or religion.

3 **Relevance:** Rodriguez alleges harassment and retaliation by the HOA, including improper
4 fees and enforcement actions, as a means to interfere with fair housing rights.

5 **3. Fourteenth Amendment, U.S. Constitution**

6 Guarantees due process and equal protection.

7 **Legal Standard:** Protects against arbitrary government actions, ensures procedural due
8 process, and prohibits selective enforcement of the law.

9 **E. ARIZONA STATUTORY AUTHORITY**

10 **1. ARIZONA PLANNED COMMUNITIES ACT, A.R.S. §§ 33-1801–1818**

11 Governs HOA meetings, elections, records access, and enforcement. Core provisions
12 include:

- 13 i. § 33-1804 (open meetings)
- 14 ii. § 33-1805 (records inspection; ten-business-day deadline)
- 15 iii. § 33-1806 (elections)

16 **2. Arizona Condominium Act, A.R.S. Title 33, Chapter 9**

17 Parallel governance and records-access protections applicable to common-interest
18 communities.

19 **3. Arizona Nonprofit Corporation Act, A.R.S. §§ 10-11601–11602**

20 Independent statutory right to inspect records; associations may not impose payment,
21 “view-only,” or counsel-controlled access as preconditions.

22 **4. A.R.S. § 38-431(4) – Definition of “Meeting”**

23 Although located in the Open Meeting Law, this is Arizona’s only statutory definition of
24 “meeting.”

25 **5. Attorney General Opinion I97-012, relying on *Larson v. Farley*, applies this definition**
26 to Title 33 HOAs to prevent decision-making through serial emails or off-agenda
27 communications.

28 **6. HB 2662 (2024)**

Reinforces agenda transparency, meeting access, and homeowner participation rights.

A.R.S. § 33-1805 (Inspection of Records)

1 Arizona law requires associations to maintain financial and association records and to
2 make them reasonably available to owners upon request for inspection and copying.
3 Associations may not mischaracterize what constitutes an “*associate record*,” impose
4 unlawful conditions on access, or delay prosecution to obstruct statutory rights.
5 Defendants violated this statute by refusing to provide records, mischaracterizing records
6 as non-disclosable, and conditioning access on improper communication and payment
7 requirements.

8 **7. A.R.S. § 33-1817(Architectural Timelines)**

9 Associations must process architectural requests within a reasonable time. Failure to
10 respond within the statutory or governing-document period—commonly thirty (30)
11 days—results in approval by operation of law. Defendants violated § 33-1817 by
12 withholding required forms for forty-one (41) days, imposing shifting objections, and
13 delaying approval for approximately sixty-seven (67) days without lawful basis or
14 uniform application. A.R.S. § 33-1806 (Retaliation Prohibited)

15 An association may not retaliate against a homeowner for exercising rights under Title 33,
16 including requesting records, reporting violations, or participating in governance.
17 Defendants retaliated by restricting communications, issuing threats, blocking access to
18 records and meetings, suppressing Plaintiff’s governance participation, imposing mail-
19 only restrictions, and escalating enforcement after protected activity. A.R.S. § 33-1803 &
20 § 33-1807 (Assessments; Enforcement; Liens).

21 Associations may impose and enforce only lawful, assessment-based charges and must
22 comply with statutory notice, accounting, and due-process requirements before invoking
23 lien remedies. Enforcement actions taken without accurate accounting, notice, and an
24 opportunity to be heard are invalid.

25 **8. A.R.S. § 41-1491 et seq. – Arizona Fair Housing Act, prohibiting discrimination and**
26 **retaliation in housing.**

27 **9. A.R.S. § 12-751 et seq. (Arizona Anti-SLAPP)**

28 a. Governs burden-shifting; Plaintiff’s allegations of sham enforcement, false
statements, retaliation, and abuse of process satisfy prima facie standards.

1 **10. Arizona Rule of Civil Procedure 15(a)**

- 2 a. Liberal amendment standard; amendment favored absent undue delay or
3 prejudice—especially where Plaintiff remand restores claims.

4 **11. Arizona Rule of Civil Procedure 12(b)(6)**

- 5 a. Pleading sufficiency standard; factual allegations here plausibly state claims under
6 Arizona law and federal statutes.

7 **B. ARIZONA CASE LAW GOVERNING HOAs AND DUE PROCES**

- 8 1. *Ahwatukee Custom Estates Mgmt. Ass'n v. Turner*, 196 Ariz. 631 (App. 2000).

9 HOA boards owe fiduciary duties of good faith, loyalty, and reasonable care. Selective
10 enforcement, bad-faith administration, and misuse of authority breach those duties.

- 11
12 2. *Johnson v. Pointe Cmty. Ass'n, Inc.*, 205 Ariz. 485 (App. 2003).

13 Associations must follow their governing documents and may not exercise discretion
14 arbitrarily or inconsistently.

- 15
16 3. *Turtle Rock III Homeowners Ass'n v. Fisher*, 243 Ariz. 463 (App. 2017).

17 Fines and enforcement actions imposed without a valid policy or proper procedure are per
18 se unreasonable and unenforceable. Associations must strictly comply with statutory and
19 governing-document safeguards.

20 **C. ARIZONA TORT AND COMMON LAW CLAIMS**

21 Arizona recognizes causes of action for negligence, gross negligence, premises liability,
22 private nuisance, intentional infliction of emotional distress (IIED), negligent infliction of
23 emotional distress (NIED), breach of contract, breach of the implied covenant of good faith and
24 fair dealing, abuse of process, and civil conspiracy.

- 25 1. *Gipson v. Kasey*, 214 Ariz. 141 (2007). Negligence / Gross Negligence: Duty, breach,
26 causation, and damages where Defendants failed to act reasonably after notice of health
27 and safety risks.

- 1 2. *Armory Park Neighborhood Ass'n v. Episcopal Cmty. Servs.*, 148 Ariz. 1 (1985). Private
2 Nuisance: Substantial and unreasonable interference with use and enjoyment of property
3 after notice.
- 4 3. *Nienstedt v. Wetzel*, 133 Ariz. 348 (App. 1982). Abuse of Process: Use of legal or
5 procedural mechanisms for an improper collateral purpose.
- 6 4. *Wells Fargo Bank v. Arizona Laborers*, 201 Ariz. 474 (2002). **Civil Conspiracy:**
7 Agreement and overt acts in furtherance of an unlawful objective causing damage.
8

9 **D. FEDERAL STATUTES AND CONSTITUTIONAL PROTECTIONS**

- 10 1. **FIRST AMENDMENT TO THE US CONSTITUTION (DUE PROCESS AND**
11 **EQUAL PROTECTION)** Protects the right to petition the government and engage in
12 protected speech. Retaliation for contacting agencies, filing actions, or seeking judicial
13 relief violates these protections. See *BE&K Constr. Co. v. NLRB*, 536 U.S. 516 (2002).
14
- 15 2. **The FOURTEENTH AMENDMENT (DUE PROCESS ANAD EQUAL**
16 **PROTECTION).** Requires notice, an opportunity to be heard, and equal application of
17 rules before deprivation of property interests. Arbitrary barriers, selective enforcement,
18 and misleading procedural tactics violate due process and equal protection. See *Mathews*
19 *v. Eldridge*, 424 U.S. 319 (1976).
20

21 Arizona common law recognizes causes of action for negligence, gross negligence,
22 premises liability, nuisance, intentional infliction of emotional distress (IIED), negligent
23 infliction of emotional distress (NIED), breach of contract, breach of the implied covenant
24 of good faith and fair dealing, abuse of process, and civil conspiracy. Defendants' acts
25 and omissions satisfy the elements of each of these claims, as detailed in the above factual
26 allegations and in the counts that follow.
27
28

1 Defendants' failure to enforce basic safety, sanitation, and nuisance controls within HOA-
2 controlled areas further exposed Plaintiff and her household to preventable hazards, including
3 trespass, biohazard exposure, and unsafe ingress and egress, necessitating repeated municipal
4 intervention.

5 **B. SEVERE EMOTIONAL DISTRESS AND PSYCHOLOGICAL HARM**

6 Plaintiff suffered severe and ongoing emotional distress, anxiety, fear, humiliation, and
7 loss of personal security caused by prolonged unsafe living conditions, retaliatory enforcement
8 tactics, obstruction of emergency remediation, misuse of law-enforcement escalation, and
9 sustained efforts to intimidate and silence her. These harms were a foreseeable consequence of
10 Defendants' conduct and were exacerbated by Defendants' knowledge of Plaintiff's health and
11 safety concerns.

12 **C. PROPERTY DAMAGE AND LOSS OF PROPERTY RELATED RIGHTS**

13 Defendants' refusal to provide required forms and their imposition of shifting,
14 unsupported objections delayed necessary window and roof remediation, allowing water intrusion
15 and mold conditions to worsen. These delays caused avoidable structural damage and increased
16 the scope and cost of repairs that would have been mitigated through timely compliance with the
17 CC&Rs and statutory timelines.

18 Plaintiff was also deprived of core property-related rights, including access to
19 architectural processes, records, meetings, and governance participation, diminishing the use,
20 enjoyment, and value of her home.

21 **D. FINANCIAL AND ECONOMIC DAMAGES**

22 As a result of Defendants' conduct, Plaintiff incurred and will incur substantial out-of-
23 pocket expenses due to pending needed repairs to replace lost grant to treat black mold, including
24 medical costs, remediation and mitigation expenses, professional consultations, emergency
25 repairs, and increased replacement costs caused by delay-exacerbated damage.

26 Defendants' obstruction caused Plaintiff to lose eligibility for government mold-
27 remediation assistance, resulting in direct financial loss and prolonged hazardous conditions.
28

1 Plaintiff also incurred litigation-related expenses—including emergency motions, motions to
2 compel, and responses to abusive filings—made necessary solely by Defendants’ refusal to
3 comply with mandatory statutory and contractual duties.

4 5 6 7 **E. RETALIATION, DISCRIMINATION, AND CIVIL RIGHTS INJURIES**

8 Plaintiff suffered concrete injury from retaliatory and discriminatory treatment following
9 protected activity, including record requests, election participation, complaints to authorities, and
10 court filings. Defendants selectively enforced rules, imposed communication bans, excluded
11 Plaintiff from governance processes, and treated her differently from similarly situated
12 homeowners.

13 Defendants’ conduct chilled Plaintiff’s speech and right to petition by punishing her for
14 engaging in protected governance and reporting activity, resulting in loss of participation rights,
15 dignitary harm, and ongoing fear of further retaliation.

16 17 **F. ABUSE OF PROCESS AND CONSPIRATORIAL HARM**

18 Defendants misused administrative, enforcement, and legal mechanisms—including
19 architectural denials, lien threats, opposition to judicial relief, and law-enforcement escalation—
20 not to resolve legitimate disputes, but to obstruct compliance, coerce delay, and retaliate against
21 Plaintiff. Plaintiff incurred additional harm, expense, and emotional distress as a direct result of
22 this coordinated misuse of process.

23 **G. ONGOING AND PROSPECTIVE HARM**

24 Plaintiff continues to suffer harm from restricted access to Association systems,
25 unresolved governance barriers, lingering health impacts, and the ongoing threat of retaliatory
26 enforcement. Declaratory and injunctive relief are necessary to prevent future injury and to restore
27 Plaintiff’s statutory, contractual, and constitutional rights.

28 **H. PUNITIVE DAMAGES**

1 Defendants acted willfully, knowingly, and with conscious disregard for Plaintiff's health,
2 safety, and protected rights. Their conduct—undertaken with awareness of a documented health
3 emergency and in defiance of statutory and contractual duties—supports an award of punitive
4 damages under Arizona law.

6 I. CAUSATION

8 *(All Counts)*

9 Each injury described above was directly and proximately caused by Defendants'
10 coordinated acts of administrative obstruction, retaliatory enforcement, discrimination, misuse of
11 legal and governmental process, and refusal to comply with mandatory statutory and contractual
12 obligations, as alleged in the Counts that follow.

14 VIII. DEMAND FOR RELIEF

15 **WHEREFORE**, Plaintiff Sandra Rodriguez respectfully requests that the Court enter
16 judgment in her favor and against all Defendants, jointly and severally, and award the following
17 relief consistent with the facts alleged and the Counts asserted in this Amended Complaint:

19 A. COMPENSATORY DAMAGES

20 An award of compensatory damages in an amount to be proven at trial, including but not
21 limited to:

- 22 1. **Personal injury and health-related damages**, including physical symptoms, illness,
23 increased health risks and medical expenses arising from prolonged mold exposure,
24 unsanitary conditions, and unsafe living conditions caused or exacerbated by
25 Defendants' obstruction and inaction;
- 26 2. **Emotional distress damages**, including anxiety, fear, humiliation, loss of personal
27 security, and interference with family stability resulting from Defendants' retaliatory,
28 discriminatory, and abusive conduct;

1 unenforceable due to lack of statutory compliance, notice, due process, and good-faith
2 administration.

3 **D. INJUNCTIVE RELIEF**

4 Preliminary and permanent injunctive relief requiring Defendants to:

- 5
- 6 1. Provide Plaintiff with full and equal access to Association records, portals,
7 architectural forms, meetings, notices, and governance processes;
 - 8 2. Cease retaliatory, discriminatory, and selective enforcement practices;
 - 9 3. Process architectural and other homeowner requests in good faith and within statutory
10 deadlines;
 - 11 4. Refrain from obstructing health-and-safety remediation or invoking enforcement
12 mechanisms absent full statutory and contractual compliance;
 - 13 5. Maintain sanitary conditions and uniformly enforce pet, leash, and nuisance rules;
 - 14 6. Ensure Plaintiff's voting and governance participation rights on equal terms with other
15 homeowners.
 - 16
 - 17

18 **E. PUNITIVE AND EXEMPLARY DAMAGES**

19 An award of punitive damages sufficient to punish and deter Defendants' willful,
20 malicious, and conscious disregard for Plaintiff's health, safety, and protected rights, including
21 knowing obstruction during a documented health emergency and misuse of enforcement, legal,
22 and governmental processes.

23 **F. ATTORNEYS' FEES AND COSTS**

24 *(Where Authorized by Law)*

25 An award of reasonable attorneys' fees, litigation expenses, and taxable costs pursuant to
26 applicable statutes, contractual provisions, and equitable principles, including A.R.S. § 12-341.01
27 and other applicable authority.
28

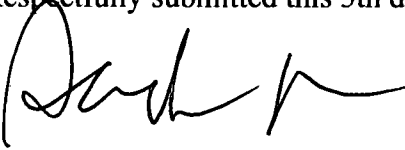
1 **G. PRE- AND POST JUDGEMENT INTEREST**

2 Pre-judgment and post-judgment interest at the maximum rate allowed by law.

3
4 **H. FURTHER RELIEF THE COURT FINDS NECESSARY**

5 Such other, additional, or alternative relief—legal or equitable—as the Court deems just,
6 proper, and necessary to fully remedy Defendants’ misconduct and prevent future harm.

7 Respectfully submitted this 5th day of January 2026.

8 

9
10 Sandra Rodriguez

11 **IX. EXHIBITS**

- 12
- 13 1. Exhibit 3- Plaintiff’s filing dated January 5, 2026, containing the Master Exhibit List
14
15 in support of the Motion to Amend and the Proposed Redlined Amended Civil Complaint.
- 16
17
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EXHIBIT 3

Dated: January 5, 2026

MASTER EXHIBIT INDEX

EXHIBIT	DESCRIPTION
Exh. 1	Gardens Gilbert Community Association, CC&Rs
Exh. 2	Gardens Gilbert Community Association, Articles of Incorporation
Exh. 3	Gardens Gilbert Community Association, Bylaws
Exh. 4	Gardens Gilbert Community Association, Litigation
Exh. 5	Gardens Gilbert Community Association, Rules and Policies (Architectural & Design Policies)
Exh. 6	Gardens Gilbert Community Association, CC&Rs - Section 3.03 Nuisance
Exh. 7	Gardens Gilbert Community Association, CC&Rs - Section 3.06 Animals
Exh. 8	Gardens Gilbert Community Association, CC&Rs - Section 3.19 Violation of Statutes, Ordinances and Regulations
Exh. 9	Cadis Emails GGCA Invite, dated 07.22.23
Exh. 10	Exterior Paint Violation, dated September 14, 2023
Exh.11	Exterior Paint Violation (Second Notice), dated September 14, 2023
Exh. 12	Fallen Tree Email Report to Focus HOA Mangement, LLC, dated September 27, 2023
Exh. 13	Fallen Tree Picture #1, dated September 27, 2023 (Attached to Exhibit 12 Email)
Exh. 14	Fallen Tree Picture #2, dated September 27, 2023 (Attached to Exhibit 12 Email)
Exh. 15	Manager, John Alcom (Rodriguez making dilegent arrangements to comply with violation) Extension, dated
Exh. 16	Exterior Paint Email Extension Approval, dated October 3, 2023
Exh. 17	Management, LLC reporting dog trespass, odor issues, and chemical spraying (11/27/23)

- Exh. 18** Reported Dog and Owner Video Attachment #1 Referenced in Exhibit 17. (11/27/2023)
- Exh. 19** Reported Dog and Owner Video Attachment #2 Referenced in Exhibit 17. (11/27/2023)
- Exh. 20** in Exhibit 17. (11/27/2023) (Photograph showing leashed dog and owner, identifying the subject of prior notice to
- Exh. 21** Reported Dog and Owner Video Attachment #4 Referenced in Exhibit 17. (11/27/2023)
- Exh. 22** HOA Board Meeting Minutes, dated November 27, 2023
- Exh. 23** Maricopa County Vector (Mosquito) Control, dated December 10, 2025
- Exh. 24** None
- Exh. 25** Sortor Response to Rodriguez Email Reporting Pet Issues and Pest Control, dated November 27, 2023
- Exh. 26** Rodriguez Email Follow-Up Video & Pictures Pet Issue & Possible Pest Control, dated November 27, 2023
- Exh. 27** Sortor Imposing Stipulations Before Address Pet & Possible Pest Control Issue, dated November 27, 2023
- Exh. 28** Rodriguez Follow-Up Email to Sortor After Confrontation Call, dated December 6, 2023
- Exh. 29** Call, dated December 6, 2023
- Exh. 30** Sortor Claims Per Statute, dated December 6, 2023
- Exh. 31** None
- Exh. 32** Rodriguez Response to Sortor Resp FU Email, dated December 6, 2023
- Exh.33** Sortor Provides Names of 2023-2024 Board of Directors to Rodriguez, dated December 6, 2023
- Exh. 34** Rodriguez Confirms to Sortor to Send Notice to Neighbors, dated December 6, 2023
- Exh. 35** Sortor Continues Block Communication with Board, dated December 6, 2023
- Exh. 36** Rodriguez FU Email Confirming the Notices Will Be Sent, Harmin Cadis is Owner of Focus, and Sortor is Not Owner of Focus HOA, dated December 6, 2023
- Exh. 37** Sortor Confirms to Rodriguez the Pet Notice Will Be Sent, dated December 6, 2023
- Exh. 38** Brooke Sortor Provides Confirmation Areas Considered Community Property, dated December 6, 2023
- Exh. 39** CC&Rs Article 16.01 - Parcel 2, dated December 6, 2023 (Attached to Exhibit 38 Email)
- Exh. 40** The Gardens Parcel 2 Reserve Study 2020, dated December 6, 2023 (Attached to Exhibit 38 Email)

- Exh. 41** Rodriguez Email Continuing to Report Dog Issues To Defendants, dated December 7, 2023
- Exh. 42** Sortor Introduces Her & Cadis' Role to Rodriguez, dated December 7, 2023
- Exh. 43** Rodriguez Email Response Sortor Introduction, dated December 7, 2023
- Exh. 44** Sortor Claims Board Can Not Make Decisions Outside of Jan 23 Board Meeting, dated December 7, 2023
- Exh. 45** Rodriguez Response to Sortor Claims Board Can Not Make Decisions Outside of Jan 23 Board Meeting, dated December 7, 2023
- Exh. 46** Sortor Confirms Rodriguez Has to Wait to Talk to the Board Before Escalation-Action, dated December 7, 2023
- Exh. 47** Rodriguez Reported Pet Issues (2rd Attempt), dated December 8, 2023
- Exh. 48** None
- Exh. 49** Rodriguez Requests Issue Escalates to Cadis in Email to Sortor, dated December 8, 2023
- Exh. 50** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 49 Email)
- Exh. 51** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 49 Email)
- Exh. 52** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 49 Email)
- Exh. 53** Cadis States Sortor Was Contacting GGCA Board in Email to Rodriguez, dated December 8, 2023
- Exh. 54** Rodriguez Response to Cadis; Reports Cont Dog Issues-Odors, dated December 8, 2023
- Exh. 55** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 54 Email)
- Exh. 56** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 54 Email)
- Exh. 57** Dog Feces, dated December 8, 2023 (Attached to Exhibit 54 Email)
- Exh. 58** Neighbor's Unleashed Dog Camera Footage, dated December 8, 2023 (Attached to Exhibit 54 Email)
- Exh. 59** Dog Feces (Video), dated December 8, 2023 (Attached to Exhibit 54 Email)
- Exh. 60** Rodriguez Continues to Report Dog Issues, dated December 11, 2023
- Exh. 61** Rodriguez Request Specific Questions on Resolutions-Actions Taken on Pet Waste Issue, dated December 11, 2023

- Exh. 62** Sortor Describes Roles and Rules, dated December 11, 2023
Gardens Gilbert Fine Policy, dated December 11, 2023
- Exh. 63** (Attached to Exhibit 62 Email)
Rodriguez Follow-Up Email to Sortor for Reiteration of
- Exh. 64** Course of Action, dated December 11, 2023
Sortor Limited Action in Email to Rodriguez, dated
- Exh. 65** December 11, 2023
Sortor Response to Rodriguez Previous Questions, dated
- Exh. 66** December 11, 2023
Gardens Gilbert Resident Welcome Letter, dated December
- Exh. 67** 11, 2023 (Attached to Exhibit 66 Email)
Rodriguez Follow-Up Email to Cadis for Assistance, Dated
- Exh. 68** December 11, 2023
Dog Feces in Community Area, dated December 11, 2023
- Exh. 69** (Attached to Exhibit 68 Email)
Dog Feces in Community Area, dated December 11, 2023
- Exh. 70** (Attached to Exhibit 68 Email)
Dog Feces in Community Area, dated December 11, 2023
- Exh. 71** (Attached to Exhibit 68 Email)
Dog Feces in Community Area, dated December 11, 2023
- Exh. 72** (Attached to Exhibit 68 Email)
Rodriguez Requests help from Harman Cadis in Email to
- Exh. 73** Cadis, dated December 12, 2023
Cadis States He is Not On the Board nor HOA President,
- Exh. 74** dated December 13, 2023
- Exh. 75** Harman Cadis' LinkedIn Profile, dated December 13, 2023
Rodriguez Requests Cadis' Job Title, dated December 13,
- Exh. 76** 2023
Rodriguez Requests Cadis' Job Title, dated December 13,
- Exh. 77** 2023
Rodriguez Reports Dog Feces and Effects in Email to Sortor,
- Exh. 78** dated December 13, 2023
Rodriguez Further Reports Dog Feces in Community Areas,
- Exh. 79** dated December 13, 2023
Requested HOA Expense Breakdown & No Notice Tree
- Exh. 80** Maintenance to Focus Property Management, dated
December 13, 2023
Rodriguez Informs Sortor of Action, dated December 14,
- Exh. 81** 2023
Sortor States Focus Management Does Not Have Authority
- Exh. 82** for Decisions, dated December 13, 2023

- Exh. 83** Rodriguez Escalates Issues Due to Inaction in Email to Sortor and Cadis, dated December 14, 2023
- Exh. 84** Rodriguez Email - Re_ Gardens Gilbert v. Rodriguez, dated December 16, 2023
- Exh. 85** Initial Email Cease and Desist Letter from Shaw, dated December 16, 2023
- Exh. 86** Pet Waste Cease & Desist Letter, dated December 15, 2023
- Exh. 87** Rodriguez's Response to Cease and Desist Letter from Shaw, dated December 16, 2023
- Exh. 88** Focus HOA-Gilbert Gardens_Code Violation Report Submitted, dated December 17, 2023
- Exh. 89** Town of Gilbert Online Code Complaint, dated December 18, 2023
- Exh. 90** Town of Gilbert Online Complaint, dated December 18, 2023
- Exh. 91** Rodriguez Nominates Herself to Be a Board Member, dated December 18, 2023
- Exh. 92** Sortor Notifying Approval of Pet Services by Email, dated December 20, 2023
- Exh. 93** GGCA Claiming 5 Open Seats in the GGCA Board Elections, dated December 18, 2023
- Exh. 94** Rodriguez GG Nomination Form, dated December 21, 2023
- Exh. 95** Rodriguez Demand Letter for Financial Records, dated December 21, 2023
- Exh. 96** Rodriguez Demand Letter Document, dated December 21, 2023
- Exh. 97** Email to Sortor and Cadis Further Reporting Dog Issues, dated December 21, 2023
- Exh. 98** Email Reporting Vandalized Sign To Focus HOA, dated December 2024
- Exh. 99** Email to Defendants Reporting Dog Issue Persists, dated December 24, 2023
- Exh. 100** Email from Brooke - Trying to Recall Email _ Dog Poop_Urine Issue - Unleashed Dog (Issue Persists), dated December 27, 2023
- Exh. 101** Brooke Sortor Forwards Lawyer Letter To Rodriguez, dated December 27, 2023
- Exh. 102** Attached to Sortor Email Shaw & Lines, dated December 27, 2023 (Attached to Exhibit 101 Email)
- Exh. 103** Rodriguez Requests Dog Feces Gets Cleaned in Email to Defendants, dated December 27, 2023

- Exh. 104** Dog Fecal Matter off of E. Betsy Lane-S. Roadrunner, dated December 27, 2023
- Exh. 105** Rodriguez Reports Lasting Dog Issues to Defendants, dated December 30, 2023
- Exh. 106** Brooke Email - Automatic reply, dated December 30, 2023
- Exh. 107** Surveillance Pet Signage_ Home Depot Electronic Receipt, dated January 2, 2023
- Exh. 108** Email to HOA_Dog Urine _ Prominent Odors, dated January 2, 2023
- Exh. 109** Email to Town of Gilbert_Code Complaint_Neighbor, dated January 4, 2023
- Exh. 110** Shaw Response to Request for Records and Demand Letter, dated January 4, 2024
- Exh. 111** Shaw Email to Rodriguez With Letter Attached, dated January 4, 2024
- Exh. 112** Brooke Sortor Claims Rodriguez is Harassing Her in Email to Shaw, dated January 4, 2024
- Exh. 113** Shaw Email to Sortor - (Wait & See Approach), January 4, 2024
- Exh. 114** Sortor Resp to Shaw - (Wait & See Approach), dated January 4, 2024
- Exh. 115** Rodriguez Requests Info from Sortor on GGCA Jan Board Meeting, dated January 4, 2024
- Exh. 116** Shaw Re-Attaches Cease & Desist Letter, dated January 4, 2024 (Attached to Exhibit 113 Email)
- Exh. 117** Shaw Response to Rodriguez Demand Letter, dated January 4, 2024
- Exh. 118** Shaw's Response to Rodriguez Request Info from Sortor on GGCA Jan Board Meeting, dated January 4, 2024
- Exh. 119** None
- Exh. 120** Rodriguez Nominates Herself - GGCA 2024 Annual Board Election, dated January 4, 2024
- Exh. 121** Sortor Responds to Rodriguez GGCA 2024 Board Election Self Nomination, dated January 4, 2024
- Exh. 122** Rodriguez Thanks Sortor for Adding Rodriguez to GGCA 2024 Board Election Self Nomination, dated January 4, 2024
- Exh. 123** Rodriguez Response to Shaw Limiting Nearly All Financial Docs Requested, dated January 4, 2024
- Exh. 124** Shaw Response to Rodriguez, dated January 4, 2024
- Exh. 125** Rodriguez Response to Shaw's Restriction, dated January 4, 2024

- Exh. 126** Rodriguez Response to Shaw's Claimed Clarification & Pay-
First Records Demand, dated January 5, 2024
- Exh. 127** Rodriguez Response to Shaw's Clarification Records
Request, dated January 4, 2024
- Exh. 128** HOA Portal (Dec-Jan) Without Claimed Meetings, Agendas,
or Minute Entries, dated January 5, 2024
- Exh. 129** Shaw Response to Rodriguez Records Request, dated
January 5, 2024
- Exh. 130** Shaw Email Restricting Records, dated January 5, 2024
- Exh. 131** Rodriguez Rebutts Shaw's Payment First for Access to
Financial Documents, dated January 5, 2024
- Exh. 132** Rodriguez Response to Shaw Regarding Clarifying Financial
Docs & Min Entry Not Posted on HOA Portal, dated January
5, 2024
- Exh. 133** Shaw Continues to Block Financial Records Access, dated
January 5, 2024
- Exh. 134** Email Reporting Unleashed Dogs to Animal Control Report,
dated January 7, 2024
- Exh. 135** Shaw & Defendants Did Not Provide Financial Docs, dated
January 8, 2024
- Exh. 136** Rodriguez Response to Shaw Witheld Financial Documents,
dated January 8, 2024
- Exh. 137** Shaw Describing the Document Pick-Up Process in Email to
Rodriguez, dated January 8, 2024
- Exh. 138** Shaw Does Not Provide Info But Claims It is in Portal, dated
January 8, 2024
- Exh. 139** Shaw Claims Document Interpretation is Only for Rodriguez,
dated January 11, 2024
- Exh. 140** Sortor Refused to Provide Financial Documents Alleging
Payment First, dated January 15, 2024
- Exh. 141** Sortor Community Wide Email_GGCA Board of Directors
Meeting, dated January 15, 2024
- Exh. 142** Rodriguez Response Requesting Agenda Sortor GGCA
Board of Directors Meeting, dated January 16, 2024
- Exh. 143** Sortor's Email Response Justifying No Agenda, dated
January 16, 2024
- Exh. 144** Rodriguez Follow-Up Email Detailing Jan 22 24 GGCA
Board Meeting Events, dated January 22, 2024
- Exh. 145** Refusal to provide names of Board of Directors, dated
January 23, 2024
- Exh. 146** Shaw Response to Rodriguez January Board Meeting
Requests, dated January 23, 2024
- Exh. 147** Refusal Cont Agenda, Minutes, Budget, Notes, dated January
23, 2024

- Exh. 148** Rodriguez Reports Unleashed Dog Issues Persist, dated January 27, 2024
- Exh. 149** Rodriguez Report Unleashed Dog Animal Control Involved, dated February 2, 2024
- Exh. 150** Rodriguez Demand Letter to Bryan Novotney (Neighbor)_ Dog Issues, dated January 30, 2024
- Exh. 151** Bryan Novotry_ Apology Letter Acknowledging Dog Issue, dated February 2, 2024
- Exh. 152** Neighbor Goes to Rodriguez Front Door (Video), dated February 2, 2024
- Exh. 153** Rodriguez Email To Focus Management Describing Unleashed Running At Large Dogs, dated February 5, 2024
- Exh. 154** Unleashed Dogs (Video), dated February 5, 2024 (Attached to Exhibit 153 Email)
- Exh. 155** Unleashed Dogs (Video), dated February 5, 2024 (Attached to Exhibit 153 Email)
- Exh. 156** Unleashed Dogs (Video), dated February 5, 2024 (Attached to Exhibit 153 Email)
- Exh. 157** Unleashed Dogs (Video), dated February 5, 2024 (Attached to Exhibit 153 Email)
- Exh. 158** Unleashed Dogs (Video), dated February 5, 2024 (Attached to Exhibit 153 Email)
- Exh. 159** Email Notification - GGCA VIOLATION_ No Trespassing Signs, dated February 26, 2024
- Exh. 160** GGCA 2024 Budget, dated November 29, 2023
- Exh. 161** GGCA 2025 Budget, dated November 19, 2024
- Exh. 162** GGCA 2026 Budget, dated November 1, 2025
- Exh. 163** Late Notice, dated August 6, 2024
- Exh. 164** Lien Pending, dated September 4, 2024
- Exh. 165** Animal Control_ Leash Law Violation (Report 1), dated January 25, 2024
- Exh. 166** Animal Control_ Leash Law Violation (Report 1), dated January 25, 2024
- Exh. 167** None
- Exh. 168** None
- Exh. 169** None
- Exh. 170** Town of Gilbert Police GPDR2025-6005 PREMISE HISTORY
- Exh. 171** Town of Gilbert Police GPDR2025-6005 CAD 23-191280, dated December 23, 2023
- Exh. 172** Town of Gilbert Police GPDR2025-6005 CAD 24-13865, dated January 27, 2024

- Exh. 173** Town of Gilbert Police GPDR2025-6005 CAD 24-29490, dated February 26, 2024
- Exh. 174** Rodriguez Email Request to Defendant's Election Results and Ensuring Fair Election Procedures, dated April 23, 2024
Shaw's Response to Rodriguez GGCA Request for Election Results and Ensuring Fair Election Procedures, dated April 23, 2024
- Exh. 175** Sortor Auto-Reply To Rodriguez Letter, dated February 26, 2024
- Exh. 176** Signage Violation, dated February 26, 2024
- Exh. 177** Pet-No Trespassing Signs, dated February 26, 2024
- Exh. 178** Pet-No Trespassing Signs, dated February 26, 2024
- Exh. 179** Email to HOA_ Formal Documentation, dated February 27, 2024
- Exh. 180** Rodriguez Demand Letter for Resolution, dated March 4, 2024
- Exh. 181** Letter_to HOA_Reqst Violation Rescinded, dated March 5, 2024 (Attached ro Exhibit 181 Email)
- Exh. 182** None
- Exh. 183** None
- Exh. 184** Rodriguez Email asking Inquiry Regarding Executive Meeting and Violation Appeal Process, dated March 7, 2024
- Exh. 185** Rodriguez Email Concerning Removal of No Dog Poop Signs, dated March 17, 2024
- Exh. 186** Sortor Admits To Removal Of No Dog Poop Signs, dated March 18, 2024
- Exh. 187** Rodriguez Requests March 2024 Meeting Invite and Related Documents, dated March 18, 2024
- Exh. 188** Sortor Refusal To Share 2024 March Meeting Agenda and Documents, dated March 18, 2024
- Exh. 189** None
- Exh. 190** No Response Email_Re Dogs Unleashed After Adress of Dog Issues, dated March 19, 2024
- Exh. 191** Gardens Gilbert Community Association Annual Meeting and Ballot, dated March 22, 2024
- Exh. 192** Rodriguez Removed From Ballot, dated March 22, 2024
- Exh. 193** Sortor Does Not Provide Meeting Documents, dated March 22, 2024
- Exh. 194** Rodriguez Absentee Ballot, dated March 26, 2024
- Exh. 195** GGCA Board Elections HOA Ballot (2024), dated March 26, 2024 (Attached to Exhibit 196 Email)
- Exh. 196** Submitted Gardens Gilbert HOA_Absentee Ballot (2024), dated March 26, 2024

- Exh. 197** Rodriguez Follow-Up Email To Sortor on Exterior Paint, dated March 25, 2024
- Exh. 198** Re FU Exterior Paint Email, dated March 26, 2024
- Exh. 199** Confirmed 2024 Board of Directors Election Submission, dated April 1, 2024
- Exh. 200** Rodriguez GGCA Elections Absentee Ballot, dated April 16, 2025
- Exh. 201** GGCA Meeting Notice Invite & Annual Ballot, dated April 22, 2024
- Exh. 202** Rodriguez Email - Request for Election Results and Ensuring Fair Election Procedures, dated April 22, 2024
- Exh. 203** Shaw Responds to Rodriguez Email, dated April 22, 2024
- Exh. 204** Rodriguez Requests If Annual Meeting Was Cancelled, dated April 22, 2024
- Exh. 205** Shaw Responds Meeting Was Not Held, dated April 23, 2024
- Exh. 206** Rodriguez Response to Shaw, dated April 23, 2024
- Exh. 207** Shaw Repeats Same Email, dated April 23, 2024
- Exh. 208** 2024 Annual Meeting Attachment (Attached To Exhibit 208 Email), dated April 23, 2024
- Exh. 209** Shaw Reattaches Same Attachment to Email, dated April 23, 2024
- Exh. 210** Rodriguez Request for Election Results and Ensuring Fair Election Procedures, dated April 23, 2024
- Exh. 211** Shaw's Response to Rodriguez Request, dated April 23, 2024
- Exh. 212** None
- Exh. 213** Financial Reports as of 04.23.24
- Exh. 214** HOA Portal Screenshot, dated April 23, 2024
- Exh. 215** Defendants Do Not Provide Requested Information, dated April 23, 2024
- Exh. 216** Shaw Provides Inadequate Responses To Rodriguez Requests, dated April 23, 2024
- Exh. 217** Shaw's Demand to Withdraw Response, dated April 23, 2024
- Exh. 218** Resp Def Motion to Retain Board Members and HOA Rep, dated April 18, 2024
- Exh. 219** Rodriguez Requested GGCA May Mtg Minute, dated May 13, 2024
- Exh. 220** May 2024 Gardens Gilbert Board of Directors Meeting Invite, dated May 13, 2024
- Exh. 221** Rodriguez Email Request Meeting Virtual GGCA May 24 Meeting, dated May 13, 2024
- Exh. 222**

- Exh. 223** Rodriguez Communicates Portal Information is Not Available, dated May 15, 2024
- Exh. 224** Shaw's Response Rodriguez Request Email, dated May 15, 2025
- Exh. 225** No Agenda Posted In Portal (Picture), dated May 15, 2024
- Exh. 226** None
- Exh. 227** New Policy Regarding Communication with the Association, dated May 15, 2024
- Exh. 228** New Communication Policy With The Association Created, dated May 15, 2024
- Exh. 229** Online HOA Portal Access Removed, dated May 31, 2024
- Exh. 230** Defendants Removed Rodriguez HOA Portal Access, dated May 31, 2024
- Exh. 231** Resident Compliance Log, dated May 14, 2024
- Exh. 232** Retaliation Due To Election Process, dated May 15, 2024
- Exh. 233** HOA Board Meeting, dated May 20, 2024
- Exh. 234** Rodriguez's Email To Board of Directors, dated May 20, 2024
- Exh. 235** Rodriguez Email Stating No June GGCA Board of Directors Meeting, dated June 18, 2024
- Exh. 236** Rodriguez's Email Reporting No HOA Portal Access, dated June 18, 2024
- Exh. 237** Rodriguez Still No Access To HOA Portal, dated August 12, 2024
- Exh. 238** Rodriguez Still No Access To HOA Portal, dated October 4, 2024
- Exh. 239** Defendants Threatens Rodriguez To Place A Lein, dated October 1, 2024
- Exh. 240** Facebook Group Administrators or GGCA, dated January 27, 2024
- Exh. 241** A. Shultz Breach of Duty Group Post, dated February 21, 2024
- Exh. 242** A. Schultz Facebook Admin Profile, dated January 27, 2024
- Exh. 243** A. Schultz Facebook Profile, dated April 15, 2024
- Exh. 244** A. Schultz To Town of Gilbert Dog Issues, dated February 21, 2024
- Exh. 245** A. Schultz Facebook post Referencing ARS 11-1012, dated February 23, 2023
- Exh. 246** Community Neighbor Thanks Sandra for Joining GGCA Meetings, dated February 23, 2024
- Exh. 247** Sandra's Response to Community Neighbor Thanking Sandra for Joining GGCA Meeting, dated February 23, 2024

- Exh. 248** Sandra's Second Response to Community Neighbor Thanking Sandra for Joining GGCA Meeting, dated February 23, 2024
- Exh. 249** Schults Deflecting in Facebook Post, dated February 21, 2024
- Exh. 250** A. Schultz and Braken Defaming Rodriguez, dated April 1, 2025
- Exh. 251** Rodriguez Response to Schultz Claiming HOA Responsible, dated February 21, 2024
- Exh. 252** Rodriguez Expressing Her Experience and View Politely, dated February 21, 2024
- Exh. 253** Howland's Facebook Engagement Expressing Her Views, dated February 23, 2024
- Exh. 254** M. Schultz Response In Facebook Group, dated February 23, 2024
- Exh. 255** Community Neighbor Confirms Pet Issue, dated February 23, 2024
- Exh. 256** Rodriguez's Response to Community Neighbor Confirms Pet Issue, dated February 23, 2024
- Exh. 257** Rodriguez's Response to A. Schultz, dated February 23, 2024
- Exh. 258** Howland Expressing Gratitude to Rodriguez after Anna Schultz Response to Rodriguez, dated February 23, 2024
- Exh. 259** Rodriguez's Response to A. Schultz After Hiring Pet Waste Management, dated February 23, 2024
- Exh. 260** A. Schultz Reports Hired Pet Waste in Facebook Post, dated February 23, 2024
- Exh. 261** None
- Exh. 262** None
- Exh. 263** None
- Exh. 264** None
- Exh. 265** None
- Exh. 266** None
- Exh. 267** None
- Exh. 268** None
- Exh. 269** None
- Exh. 270** Community Neighbor Howland Reports Community Degradation, dated February 23, 2024
- Exh. 271** A. Schultz Response Deflecting Howland's Reports for Community Degradation, dated February 23, 2024
- Exh. 272** Rodriguez Response to Howland's Facebook Post Reports Community Degradation, dated February 23, 2024
- Exh. 273** Howland Thanks Sandra for Attending Meetings in Facebook Group, dated February 23, 2024

Exh. 274 None

Exh. 275 A.Schultz Claims She Cannot Defend Hershef Tries to force Rodriguez to disclose, dated Febuary 23, 2024

Exh. 276 Signage Violation Anna Schultz Interaction, dated Febuary 23, 2024

Exh. 277 Email to HOA Lack of Due Process, dated Febuary 28, 2024

Exh. 278 Rodriguez Requests Items be Added to Next Board Meeting to A. Schultz, dated Febuary 26, 2024

Exh. 279 M. Schultz Facebook Profile, dated february 27, 2024

Exh. 280 Regina Gina Goodell Former GGCA Board Member, dated Febuary 27, 2024

Exh. 281 Goodell Attempts to Clarifies How to Receive Financials, dated Febuary 14, 2024

Exh. 282 A. Schultz, G. Goddell, P. Bracken Confirm past Pet Issue, dated Febuary 26, 2024

Exh. 283 GGCA Election Post Nextdoor, dated April 1, 2024

Exh. 284 None

Exh. 285 None

Exh. 286 None

Exh. 287 None

Exh. 288 None

Exh. 289 None

Exh. 290 None

Exh. 291 Christina C.(Also Known as Fiona) Commented on Nextdoor, dated April 5, 24

Exh. 292 M. Schultz Nextdoor profile, dated April 4, 2024

Exh. 293 M. Schultz Reacted Laughing after Rodriguez's Nextdoor Post, dated April 4, 2024

Exh. 294 A. Schultz Leaves Rodriguez Out of Ballot, dated April 4, 2024

Exh. 295 M. Schultz Posts Link to Civil Case, dated April 4, 2024

Exh. 296 R. Goodell Facebook Profile, dated Febuary 27, 2024

Exh. 297 A. Schultz Questions Rodriguez's Credability, dated April 4, 2024

Exh. 298 M. Schultz Defmation Character On Nextdoor, dated April 4, 2024

Exh. 299 A. Schultz and M. Schultz Reported Rodriguez on Nextdoor, dated April 6, 2024

Exh. 300 Rodriguez's Email to GGCA, F.HOA, and A. Shaw About Replacement Windows, dated April 2, 2024

Exh. 301 Rodriguez's Email to GGCA, F.HOA, and A. Shaw About Replacement Windows, dated April 3, 2025

Exh. 302 Transcript Arch Request (Windows), dated April 10, 2025

Exh. 303 Call Log With Focus HOA, dated April 10, 2025
 Rodriguez Demand Letter for Architectural Form April 10, 2025
Exh. 304

Exh. 305 Audio Recording of Focus HOA Call, dated April 10, 2025
Exh. 306 None
Exh. 307 Motion To Compel, dated April 11, 2025
 Email Government Program Requiring HOA Approval, dated April 10, 2025
Exh. 308

Unanswered Legal Demand Articural Forms and Process, dated 15, 2025
Exh. 309

Rodriguez Email Judicial Assistant Motion To Compel, dated April 29, 2025
Exh. 310

Rodriguez Visit to Focus HOA to Request Arch Form, dated May 5, 2025
Exh. 311

Focus HOA Employees Attempt to Restrain Rodriguez, dated May 5, 2025
Exh. 312

City of Mesa Police Report, dated May 5, 2025
Exh. 313

Inside Focus HOA Office, dated May 5, 2025
Exh. 314

Focus HOA Office, dated May 5, 2025
Exh. 315

Inside Focus HOA office, dated May 5, 2025
 Rodriguez Email Refual to Provide Form, dated May 13, 2025
Exh. 317

None
Exh. 318

None
Exh. 319

Automatic GGCA Arch Denial, dated May 13, 2025
Exh. 320

Jennifer Munn Recording Rodriguez, dated May 2, 2025
 Rodriguez Email Submit Arrch Form (Windows), dated May 13, 2025
Exh. 322

Rodriguez Email Submitted Architectural Form (Roof), dated August 19, 2025
Exh. 323

Email Refusal to Acknowledge Architectural Form for Roof, dated August 22, 2025
Exh. 324

Rodriguez Email after No Response to Roof Achitecural Form, dated September 2, 2025
Exh. 325

Architectural From Email for Roof, September 4, 2025
Exh. 326

Doctors Note, dated December 12, 2023
Exh. 327

Doctors Note, dated December 13, 2023
Exh. 328

Doctors Note, dated December 19, 2024
Exh. 329

Doctors Note Children, dated December 26, 2023
Exh. 330

None
Exh. 331

None
Exh. 332

None
Exh. 333

None
Exh. 334

Exh. 335	None
Exh. 336	None
Exh. 337	None
Exh. 338	None
Exh. 376	Trespassing (Video) 12.13.24
Exh. 377	Surveillance (Video) 3.24.24
Exh. 378	Unleashed Dog (Video) 3.28.24
Exh. 379	Unleashed Defecating Dog (Video) 3.28.24
Exh. 380	Unleashed Dog (Video) 4.6.24
Exh. 381	Unleashed Dog (Video) 4.6.24
Exh. 382	Unleashed Dog (Video) 12.12.23
Exh. 383	Unleashed Defecating Dog (Video) 12.12.23
Exh. 384	Unleashed Dog (Video) 12.12.23
Exh. 385	Unleashed Dog (Video) 12.14.23
Exh. 386	Unleashed Dog (Video) 12.15.23
Exh. 387	Unleashed Dog (Video) 12.15.23
Exh. 388	Unleashed Dog (Video) 12.15.23
Exh. 389	Unleashed Dog (Video) 12.16.23
Exh. 390	Unleashed Dog (Video) 12.16.23
Exh. 391	Unleashed Dog (Video) 12.17.23
Exh. 392	Tree Trimming (Video) 12.18.23
Exh. 393	Tree Trimming (Video) 12.18.23
Exh. 394	Tree Trimming (Video) 12.18.23
Exh. 395	Tree Trimming (Video) 12.18.23
Exh. 396	Tree Trimming (Video) 12.18.23
Exh. 397	Tree Trimming (Video) 12.18.23
Exh. 398	Unleashed Dog (Video) 12.19.23
Exh. 399	Unleashed Dog (Video) 12.19.23
Exh. 400	Unleashed Dog (Video) 12.20.23
Exh. 401	Trespassing Dog (Video) 12.21.23
Exh. 402	Trespassing Dog (Video) 12.21.23
Exh. 403	Unleashed Defecating Dog (Video) 12.21.23
Exh. 404	Trespassing Dog (Video) 12.23.23
Exh. 405	Attempt To Talk To Neighbor 10PM (Video) 12.23.23 Neighbor Two Hours later After Attempt To Talk To
Exh. 406	Neighbor Lets Dog Unleashed Into Community Area 12AM (Video) 12.24.23
Exh. 407	Unleashed Dog (Video) 12.23.23
Exh. 408	Unleashed Dog (Video) 12.23.23
Exh. 409	Unleashed Dog (Video) 12.23.23
Exh. 410	Attempt To Talk To Second Neighbor Due to Unleashed Dog (Video) 12.23.23
Exh. 411	Unleashed Dog (Video) 12.23.23
Exh. 412	Unleashed Dog (Video) 12.25.23

Exh. 413 Unleashed Dog (Video) 12.26.23
Exh. 414 Unleashed Dog (Video) 12.26.23
Exh. 415 Unleashed Dog (Video) 12.29.23
Exh. 416 Unleashed Dog (Video) 12.29.23
Exh. 417 Unleashed Dog (Video) 12.29.23
Exh. 418 Unleashed Dog (Video) 12.30.23
Exh. 419 Surveillance (Video) 12.30.23
Exh. 420 Unleashed Dog (Video) 01.01.24
Exh. 421 Trespassing (Video) 01.05.24
Exh. 422 Unleashed Dog (Video) 01.27.24
Exh. 423 Unleashed Trespassing Dog (Video) 01.24.24
Exh. 424 Unleashed Dog (Video) 01.24.24
Exh. 425 Unleashed Dog (Video) 01.19.24
Exh. 426 Unleashed Dog (Video) 01.27.24
Exh. 427 Unleashed Dog (Video) 01.27.24
Exh. 428 Trespassing (Video) 01.05.24
Exh. 429 Unleashed Dog (Video) 01.08.24
Exh. 430 Unleashed Dog (Video) 02.05.24
Exh. 431 Unleashed Dog (Video) 02.05.24
Exh. 432 Unleashed Dog (Video) 02.05.24
Exh. 433 Unleashed Dog (Video) 02.05.24
Exh. 434 Unleashed Trespassing Dog (Video) 02.05.24
Exh. 435 Unleashed Dogs (Video) 02.05.24
Exh. 436 Unleashed Dogs (Video) 02.05.24
Exh. 437 Surveillance (Video) 02.15.24
Exh. 438 Surveillance (Video) 02.16.24
Exh. 439 Surveillance (Video) 02.19.24
Exh. 440 Unleashed Dog (Video) 02.20.24
Exh. 441 Surveillance Suspect Recording (Video) 02.23.24
Exh. 442 Unleashed Dog (Video) 02.26.24
Exh. 443 Unleashed Dog (Video) 02.26.24
Exh. 444 Surveillance (Video) 02.26.24
Exh. 445 Unleashed Dog (Video) 03.07.24
Exh. 446 Unleashed Dog (Video) 03.07.24
Exh. 447 Unleashed Dog (Video) 03.07.24
Exh. 448 Surveillance Suspect Taking Photos (Video) 03.19.24
Exh. 449 Surveillance (Video) 09.03.25
Exh. 450 Dog Feces Parking Lot (Picture) 12.27.23
Exh. 451 Vandalized Sign (Picture) 12.27.23
Exh. 452 Dog Feces (Picture) 12.24.23
Exh. 453 Dog Feces (Picture) 12.24.23
Exh. 454 Vandalized Sign (Picture) 12.24.23
Exh. 455 Litter Debris (Picture) 12.19.23
Exh. 456 Dog Feces (Picture) 12.17.23

Exh. 457 Dog Feces (Picture) 12.16.23
Exh. 458 Piles of Dog Feces (Video) 12.16.23
Exh. 459 Dog Feces (Picture) 12.16.23
Exh. 460 Dog Feces Community Wall (Picture) 12.16.23
Exh. 461 Dog Feces Community Wall (Picture) 12.16.23
Exh. 462 Dog Feces Community Wall (Picture) 12.16.23
Exh. 463 Dog Feces Community Wall (Video) 12.14.23
Exh. 464 Dog Feces Community Wall (Video) 12.14.23
Exh. 465 Dog Feces and Trash Community Wall (Video) 12.14.23
Exh. 466 Dog Feces Community Wall (Picture) 12.14.23
Exh. 467 Dog Feces (Picture) 12.13.23
Exh. 468 Dog Feces (Picture) 12.13.23
Exh. 469 Dog Feces (Picture) 12.13.23
Exh. 470 Piles of Dog Feces (Video) 12.13.23
Exh. 471 Dog Feces (Picture) 12.12.23
Exh. 472 Litter Debris (Picture) 12.12.23
Exh. 473 Neighbor Allows Defecation (Video) 12.12.23
Exh. 474 Dog Feces Community Wall (Picture) 12.11.23
Exh. 475 Dog Feces Community Wall (Picture) 12.11.23
Exh. 476 Dog Feces Community Wall (Picture) 12.11.23
Exh. 477 Piles of Dog Feces Community Wall (Picture) 12.11.23
Exh. 478 Piles of Dog Feces Community Wall (Picture) 12.11.23
Exh. 479 Piles of Dog Feces Community Wall (Video) 12.11.23
Exh. 480 Piles of Dog Feces Community Wall (Video) 12.11.23
Exh. 481 Unleashed Dog (Video) 12.11.23
Exh. 482 Neighbors Exterior Paint Violations (Picture) 12.08.23
Exh. 483 Piles of Dog Feces (Picture) 12.08.23
Exh. 484 Unleashed Dog (Video) 12.05.23
Exh. 485 Unleashed Urinating Dog (Video) 11.18.23
Exh. 486 Litter Mailbox (Picture) 10.30.24
Exh. 487 Overgrown Trees (Picture) 10.29.24
Exh. 488 Overgrown Shrubbery (Picture) 10.29.24
Exh. 489 Misshapen Shrubs and Destroyed Paint (Picture) 10.29.24
Exh. 490 Misshapen Shrubs (Picture) 10.29.24
Exh. 491 Overgrown Shrubs (Picture) 10.29.24
Exh. 492 Overgrown Shrubs (Picture) 10.29.24
Exh. 493 Overgrown Shrubbery (Picture) 10.29.24
Exh. 494 Exterior Paint Violations and Overgrown Trees (Picture)
10.25.24
Exh. 495 Vandalized Sign (Picture) 10.25.24
Exh. 496 Mismatched Wall Paint (Picture) 10.25.24
Exh. 497 Overgrown Tree (Picture) 10.25.24
Exh. 498 Misshapen Shrubs (Picture) 10.25.24
Exh. 499 Misshapen Shrubs (Picture) 10.25.24

Exh. 500	Misshapen Shrub (Picture) 10.25.24
Exh. 501	Overgrown Trees (Picture) 10.25.24
Exh. 502	Overgrown Trees (Picture) 10.25.24
Exh. 503	Overgrown Shrubbery (Picture) 10.25.24
Exh. 504	Dead Tree (Picture) 10.24.24
Exh. 505	Overgrown Shrubbery (Picture) 10.24.24
Exh. 506	Tree Left in Road (Picture) 10.18.24
Exh. 507	Overgrown Shrubbery (Picture) 10.18.24
Exh. 508	Unkept Branches and Leaves on Community Property (Picture) 10.18.24
Exh. 509	Overgrown Shrubs (Picture) 10.18.24
Exh. 510	Misshapen and Overgrown Shrubs (Picture) 10.18.24
Exh. 511	Mismatched Wall Paint (Picture) 10.18.24
Exh. 512	Dead Shrubs (Picture) 10.18.24
Exh. 513	Overgrown Shrubbery (Picture) 10.18.24
Exh. 514	Damaged Sign (Picture) 10.18.24
Exh. 515	Overgrown Shrubbery (Picture) 10.18.24
Exh. 516	Overgrown Shrubs (Picture) 10.18.24
Exh. 517	Damaged Sign (Picture) 10.18.24
Exh. 518	Overgrown Shrubbery (Picture) 10.18.24
Exh. 519	Exterior Paint Violations (Picture) 10.18.24
Exh. 520	Damaged Sign (Picture) 10.18.24
Exh. 521	Overgrown Trees (Picture) 10.18.24
Exh. 522	Overgrown Shrubbery (Picture) 10.18.24
Exh. 523	Overgrown Shrubbery (Picture) 10.18.24
Exh. 524	Dead Bushes (Picture) 10.18.24
Exh. 525	Dead Bushes (Picture) 10.18.24
Exh. 526	Overgrown Shrubbery (Picture) 10.16.24
Exh. 527	Unkept Plants and Bushes (Picture) 10.16.25
Exh. 528	Overgrown Shrubbery (Picture) 10.16.24
Exh. 529	Overgrown Shrubbery (Picture) 10.14.24
Exh. 530	Overgrown Shrubbery (Picture) 10.14.24
Exh. 531	Overgrown Shrubbery (Picture) 10.14.24
Exh. 532	Mismatched Wall Paint (Picture) 10.14.24
Exh. 533	Overgrown Shrubs (Picture) 10.14.24
Exh. 534	Overgrown Shrubs (Picture) 10.14.24
Exh. 535	Overgrown Shrubbery (Picture) 10.02.24
Exh. 536	Overgrown Shrubbery (Picture) 10.02.24
Exh. 537	Overgrown Shrubbery (Picture) 10.02.24
Exh. 538	Misshapen Shrubs (Picture) 10.02.24
Exh. 539	Dead and Overgrown Shrubs (Picture) 10.02.24
Exh. 540	Dead and Misshapen Shrubs (Picture) 03.07.24
Exh. 541	Neglected Bushes and Unkept Leaves (Picture) 03.07.24

- Exh. 542** No Trespassing Sign and No Dog Poop Sign (Picture) 02.26.24
- Exh. 543** Vandalized Sign (Picture) 02.26.24
- Exh. 544** No Dog Poop Sign (Picture) 02.26.24
- Exh. 545** No Trespassing Sign and Camera Sign (Picture) 02.26.24
- Exh. 546** Litter Debris (Picture) 02.26.24
- Exh. 547** Litter Debris (Picture) 02.26.24
- Exh. 548** Litter Debris (Picture) 02.26.24
- Exh. 549** No Dog Poop Sign (Picture) 02.26.24
- Exh. 550** No Dog Poop Sign (Picture) 02.26.24
- Exh. 551** No Dog Poop Sign (Picture) 02.26.24
- Exh. 552** Litter Debris (Picture) 02.26.24
- Exh. 553** Litter Debris (Picture) 02.26.24
- Exh. 554** Dead and Misshapen Shrubs (Picture) 02.26.24
- Exh. 555** Misshapen Shrub and Unkept Leaves (Picture) 02.26.24
- Exh. 556** Litter Debris (Picture) 02.26.24
- Exh. 557** Dead Shrubs and Damaged Wall (Picture) 02.26.24
- Exh. 558** Damaged Wall (Picture) 02.26.24
- Exh. 559** Weeds and Unkept Community Grounds (Picture) 02.26.24
- Exh. 560** Damaged Wall (Picture) 02.26.24
- Exh. 561** Damaged Wall and Dead Shrubs (Picture) 02.26.24
- Exh. 562** Dead Shrub and Weeds (Picture) 02.26.24
- Exh. 563** Dead Weeds (Picture) 02.26.24
- Exh. 564** Weeds and Unkept Leaves (Picture) 02.26.24
- Exh. 565** Mismatched Wall Paint (Picture) 02.26.24
- Exh. 566** Dead Bushes and Unkept Leaves (Picture) 02.26.24
- Exh. 567** Community-Wide Dead Weeds, Dead Bushes, Litter, Unkept Leaves, Broken Sign and Dry Plants (Video) 02.16.24
- Exh. 568** Broken Sign and Dead Shrubs (Picture) 02.16.24
- Exh. 569** Fallen Branch (Picture) 02.16.24
- Exh. 570** Litter Debris (Picture) 02.16.24
- Exh. 571** Litter Debris (Picture) 02.16.24
- Exh. 572** Litter Debris (Picture) 02.16.24
- Exh. 573** Overgrown Trees and Dead Weeds and Branches (Picture) 02.16.24
- Exh. 574** Damaged Wall and Dead Shrubs and Weeds (Picture) 02.16.24
- Exh. 575** Dead Shrubs and Weeds (Picture) 02.16.24
- Exh. 576** Untrimmed Plants (Picture) 02.16.24
- Exh. 577** Untrimmed Plants (Picture) 02.16.24
- Exh. 578** Untrimmed Plants (Picture) 02.16.24
- Exh. 579** Leaf Build-Up (Picture) 02.16.24

Exh. 580 Litter Debris (Picture) 02.16.24
Exh. 581 Litter Debris (Picture) 02.16.24
Exh. 582 Vandalized Sign (Picture) 02.16.24
Exh. 583 Neighbor Exterior Violation (Picture) 02.16.24
Exh. 584 Damaged Wall (Picture) 02.16.24
Exh. 585 Dead Shrub (Picture) 02.16.24
Exh. 586 Dead Shrub and Damaged Wall (Picture) 02.16.24
Exh. 587 Dead Weeds and Unkept Leaves (Picture) 02.16.24
Exh. 588 Weeds in Roads (Picture) 02.16.24
Exh. 589 Weeds in Roads (Picture) 02.16.24
Exh. 590 Extensive Weeds (Picture) 02.16.24
Exh. 591 Misshapen Dead Shrub (Picture) 02.16.24
Exh. 592 Dead Weed (Picture) 02.16.24
Exh. 593 Dead Weeds (Picture) 02.16.24
Exh. 594 Damaged Walls (Video) 02.16.24
Exh. 595 Damaged Wall and Misshapen Shrubs (Picture) 02.16.24
Exh. 596 Damaged Wall and Misshapen Shrubs (Picture) 02.16.24
Exh. 597 Damaged Wall and Dead Weeds (Picture) 02.16.24
Exh. 598 Litter Debris and Misshapen Shrubs (Video) 02.16.24
Exh. 599 Damaged Wall, Extensive Weeds, and Misshapen Shrubs (Video) 02.16.24
Exh. 600 Overgrown Grass and Unkept Leaves (Picture) 02.16.24
Exh. 601 Broken Basketball Net (Picture) 02.16.24
Exh. 602 Vandalized Sign (Picture) 02.16.24
Exh. 603 Extensive Weeds (Picture) 02.16.24
Exh. 604 Overgrown Shrubs (Picture) 02.16.24
Exh. 605 Extensive Dead Shrubs and Weeds (Picture) 02.15.24
Exh. 606 Overgrown Shrubbery (Picture) 02.15.24
Exh. 607 Litter Debris (Picture) 02.15.24
Exh. 608 Litter Debris (Picture) 02.15.24
Exh. 609 Overgrown and Dead Shrubs 02.15.24
Exh. 610 Dead Shrubs, Fallen Branches, and Extensive Weeds 02.15.24
Exh. 611 Unkept Leaves on Community Ground 02.15.24
Exh. 612 Extensive Leaves, Dead Weeds, Litter (Video) 02.15.24
Exh. 613 Vandalized Sign (Picture) 02.13.24
Exh. 614 Extensive Leaves, Weeds, Dead Shrubs, and Litter (Video) 02.11.24
Exh. 615 Extensive Branches, Leaves, Weeds, Broken Sign, and Dead Shrubs (Picture) 02.13.24
Exh. 616 Extensive Weeds (Picture) 02.08.24
Exh. 617 Extensive Weeds, Fallen Branches, Leaves, Broken Sign, and Misshapen Shrubs (Picture) 02.08.24

- Exh. 618** Overgrown Shrubs, Extensive Leaves and Weeds, and Litter (Picture) 02.07.24
- Exh. 619** Extensive Overgrown Weeds and Bushes (Picture) 02.07.24
- Exh. 620** Extensive Weeds and Misshapen Shrubbery (Video) 02.07.24
- Exh. 621** Damaged Wall and Extensive Leaves and Weeds (Picture) 02.02.24
- Exh. 622** Damaged Wall and Leaf Build-Up (Picture) 02.02.24
- Exh. 623** Dead Shrubs and Extensive Weeds (Picture) 02.01.24
- Exh. 624** Weeds by Pool (Picture) 02.01.24
- Exh. 625** Extensive Weeds (Video) 01.31.24
- Exh. 626** Litter Debris (Picture) 01.09.24
- Exh. 627** Litter Debris (Picture) 01.09.24
- Exh. 628** Litter Debris (Picture) 01.09.24
- Exh. 629** Litter Debris (Picture) 01.09.24
- Exh. 630** Overgrown Shrubbery and Trees (Picture) 10.24.25
- Exh. 631** Overgrown Shrubbery and Trees (Picture) 10.24.25
- Exh. 632** Overgrown Shrubbery and Trees (Picture) 10.24.25
- Exh. 633** Overgrown Trees (Picture) 09.03.25
- Exh. 634** Overgrown Trees (Picture) 09.03.25
- Exh. 635** Misshapen Shrubs, Fallen Branches, and Extensive Weeds (Picture) 09.08.25
- Exh. 636** Overgrown Trees and Shrubbery (Picture) 09.08.25
- Exh. 637** Overgrown Trees and Shrubbery (Picture) 09.08.25
- Exh. 638** Overgrown Shrubbery, Trees, and Weeds (Picture) 09.09.25
- Exh. 639** Overgrown Shrubbery Outside Parts of Community (Picture) 09.09.25
- Exh. 640** Overgrown Trees (Picture) 08.01.25
- Exh. 641** Overgrown Trees (Picture) 08.01.25
- Exh. 642** Neighbor Exterior Violation (Picture) 08.01.25
- Exh. 643** Overgrown Trees and Broken Sign (Picture) 08.01.25
- Exh. 644** Extensive Overgrown Shrubbery (Picture) 08.05.25
- Exh. 645** Misshapen Shrubs (Picture) 08.05.25
- Exh. 646** Misshapen Shrub (Picture) 08.07.25
- Exh. 647** Dog Feces (Picture) 08.10.25
- Exh. 648** Sign Removal (Picture) 08.10.25
- Exh. 649** Extensive Weeds, Misshapen Shrubs, and Litter (Picture) 08.11.25
- Exh. 650** Extensive Weeds, Misshapen Shrubbery, and Litter (Video) 08.11.25
- Exh. 651** Litter Debris (Picture) 08.14.25
- Exh. 652** Fallen Branches and Misshapen Shrubs (Picture) 08.14.23

Exh. 653 Overgrown Shrubbery and Trees (Picture) 08.14.25
Exh. 654 Overgrown Shrubbery and Trees (Picture) 08.14.25
Exh. 655 Overgrown Trees and Misshapen Shrubbery (Picture) 08.14.25
Exh. 656 Neighbor's Mismatched Wall Paint (Picture) 08.14.25
Exh. 657 Misshapen Shrubs (Picture) 08.14.25
Exh. 658 Neighbor's Mismatched Wall Paint (Picture) 08.14.25
Exh. 659 Neighbor's Mismatched Wall Paint (Picture) 08.14.25
Exh. 660 Overgrown Shrubbery and Trees (Picture) 08.16.25
Exh. 661 Extensive Weeds and Overgrown Shrubbery (Video) 08.16.25
Exh. 662 Overgrown Shrubbery and Trees (Picture) 08.25.25
Exh. 663 Fallen Branch (Picture) 09.01.25
Exh. 664 Trees From Which Branch Fell (Picture) 09.01.25
Exh. 665 Fallen Branch (Picture) 09.02.25

Exh. 666 Overgrown Trees, Shrubbery, and Weeds (Picture) 07.07.25
Exh. 667 Misshapen Shrubs and Litter Debris (Picture) 07.07.25
Exh. 668 Extensive Overgrown and Misshapen Shrubbery (Picture) 07.07.25
Exh. 669 Overgrown Shrubbery (Picture) 07.07.25
Exh. 670 Overgrown Shrubbery (Picture) 07.07.25
Exh. 671 Overgrown Trees, Overgrown Shrubs, and Unkept Community Grounds (Picture) 07.07.25
Exh. 672 Overgrown Trees, Overgrown Shrubs, and Unkept Community Grounds (Picture) 07.07.25
Exh. 673 Overgrown Trees and Shrubs (Picture) 07.07.25
Exh. 674 Overgrown Trees (Picture) 07.07.25
Exh. 675 Overgrown Weeds (Picture) 07.07.25
Exh. 676 Misshapen Shrubbery and Litter Debris (Picture) 07.18.25
Exh. 677 Overgrown Shrubbery (Picture) 07.18.25
Exh. 678 Overgrown Weeds (Picture) 07.20.25
Exh. 679 Overgrown Shrubbery (Picture) 07.20.25
Exh. 680 Misshapen Shrubbery and Overgrown Weeds (Picture) 07.20.25
Exh. 681 Misshapen and Overgrown Shrubbery (Picture) 07.20.25
Exh. 682 Extensive, Misshapen, and Overgrown Shrubbery (Picture) 07.20.25
Exh. 683 Extensive, Misshapen, and Overgrown Shrubbery (Picture) 07.20.25
Exh. 684 Extensive, Misshapen, and Overgrown Shrubs and Weeds (Picture) 07.20.25
Exh. 685 Extensive Weeds and Overgrown and Misshapen Shrubs (Picture) 05.03.25

- Exh. 686** Overgrown and Misshapen Shrubbery Outside Community (Picture) 05.08.25
- Exh. 687** Weeds and Litter Debris (Picture) 05.10.25
- Exh. 688** Vandalized Sign (Picture) 05.10.25
- Exh. 689** Weeds and Misshapen Shrubs (Picture) 05.12.25
- Exh. 690** Litter Debris (Picture) 05.13.25
- Exh. 691** Weeds and Unkept Leaves (Picture) 05.13.25
- Exh. 692** Litter Debris (Picture) 05.13.25
- Exh. 693** Misshapen Shrub, Unkept Leaves, and Litter (Picture) 05.13.25
- Exh. 694** Litter Debris and Overgrown Weeds (Picture) 05.14.25
- Exh. 695** Weeds, Unkept Leaves, and Misshapen Shrubs (Picture) 05.14.25
- Exh. 696** Weeds and Overgrown and Misshapen Shrubs (Picture) 05.14.25
- Exh. 697** Extensive Weeds (Picture) 05.16.25
- Exh. 698** Misshapen Shrubs, Unkept Leaves, and Litter Debris (Picture) 05.17.25
- Exh. 699** Overgrown Misshapen Shrubs (Picture) 05.17.25
- Exh. 700** Vandalized Sign (Picture) 05.17.25
- Exh. 701** Misshapen Shrubbery and Extensive and Overgrown Weeds (Picture) 05.17.25
- Exh. 702** Litter Debris (Picture) 05.17.25
- Exh. 703** Litter Debris, Overgrown Weeds, and Misshapen Shrubs (Picture) 05.17.25
- Exh. 704** Litter Debris, Overgrown Weeds, Misshapen Shrubs, and Unkept Leaves (Picture) 05.17.25
- Exh. 705** Extensive Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 706** Extensive Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 707** Extensive Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 708** Extensive Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 709** Weeds and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 710** Extensive Overgrown Weeds (Picture) 05.25.25
- Exh. 711** Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 712** Overgrown and Misshapen Shrubbery (Picture) 05.25.25
- Exh. 713** Unkept Leaves and Misshapen Shrubs (Picture) 05.30.25
- Exh. 714** Litter Debris (Picture) 05.30.25
- Exh. 715** Extensive Overgrown Trees and Shrubbery (Picture) 05.30.25
- Exh. 716** Damaged Volleyball Court (Picture) 03.21.25

- Exh. 717** Litter Debris (Picture) 11.04.24
- Exh. 718** Debris (Shopping Cart) (Picture) 5.31.24
- Exh. 719** Debris (Sprinkler) (Picture) 06.19.24
- Exh. 720** Litter Debris (Picture) 06.19.24
- Exh. 721** Debris (Shopping Cart) (Picture) 6.22.24
- Exh. 722** Overgrown Misshapen Shrubs (Picture) 06.12.24
- Exh. 723** Litter Debris Inside Pool (Picture) 06.12.24
- Exh. 724** Litter Debris In Covered Area (Picture) 06.12.24
- Exh. 725** Litter Debris on Floor and Around Trash Can (Picture)
06.12.24
- Exh. 726** Litter Debris Around Pool and Misplaced Seats (Picture)
06.12.24
- Exh. 727** Litter Debris Across Pool Floor (Picture) 06.12.24
- Exh. 728** Uncleaned Pool Bathroom (Picture) 06.12.24
- Exh. 729** Destroyed Community Grounds (Picture) 06.12.24
- Exh. 730** Misplaced Pool Equipment (Picture) 06.12.24
- Exh. 731** Broken Pool Plaque (Picture) 06.12.24
- Exh. 732** Broken Pool Trash Can (Picture) 06.12.24
- Exh. 733** Dirty Pool Gate Button (Picture) 06.12.24
- Exh. 734** Dog Feces Pool Area (Picture) 06.12.24
- Exh. 735**
- Exh. 736** Weeds and Overgrown Misshapen Shrubs (Picture) 06.12.24
- Exh. 737** Dog Feces and Misshapen Shrubs (Picture) 06.12.24
- Exh. 738** Dog Feces and Misshapen Shrubs (Picture) 06.12.24
- Exh. 739** Dog Feces (Picture) 06.12.24
- Exh. 739** Dog Feces Pool Area (Picture) 06.12.24