

2026 APR 15 PM 1:37

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.

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,**

21 **MARICOPA COUNTY**
22 **SUPERIOR COURT**
23 **Case No.: CV2024-005940**
24 *Judge David McDowell,*

25 **MOTION TO COMPEL**

26 (Pursuant to Ariz. R. Civ. P. 37(a))

27 **TO THE HONORABLE JUDGE MCDOWELL:**

28 Rodriguez ("*Plaintiff*"), appearing pro se, respectfully moves this Court for an Order compelling Defendants to provide full and complete discovery responses and for sanctions pursuant to Rules 26, 33, 34, 36, and 37 of the Arizona Rules of Civil Procedure. This Motion is supported by the record, exhibits, and Defendants' responses demonstrating ongoing noncompliance and obstruction. Defendants and their counsel, Augustus H. Shaw IV and Dominick Dente, continue to refuse to produce records and delay discovery despite repeated requests. Defendants have failed to comply with discovery obligations triggered by Plaintiff's

1 December 1, 2025 discovery requests and reaffirmed by the Court's February 23, 2026 Order.
2 Defendants continue to withhold responsive documents and improperly invoke attorney-client
3 privilege to avoid producing discoverable information.

4 After the Court's April 9, 2026 Order, Defendants produced incomplete responses and
5 continue to withhold records requested over four months earlier. Defendants' noncompliance has
6 prejudiced Plaintiff's ability to obtain evidence and prosecute her claims. Defendants have
7 engaged in delay and obstruction, including conditioning responses, misapplying Tier limitations,
8 and asserting unsupported privilege objections. This pattern of noncompliance warrants Court
9 intervention and sanctions under Rule 37.

10 I. BACKGROUND

- 11 1. During the January 5, 2026 status hearing, Defendants' counsel, Mr. Shaw, represented to
12 the Court that Defendants *had not produced evidence* or responsive discovery documents
13 because *he was uncertain whether this matter would proceed as a Tier 1 or Tier 2 case.*
- 14 2. The Court lifted the stay and entered a Case Management Order dated February 23, 2026,
15 designating this matter as a Tier 3 case.
- 16 3. Despite this Tier 3 designation, Defendants' counsel continues to improperly restrict
17 discovery.
- 18 4. Defendants' counsel asserts a 60-day response period; however, the majority of Plaintiff's
19 discovery requests were originally served on December 1, 2025 and December 22, 2025.
20 Under Ariz. R. Civ. P. 33(b)(2), 34(b)(2)(A), and 36(a)(3), responses were required within
21 40 days. Plaintiff re-served these requests on March 1, 2026 due to Defendants' failure to
22 timely respond, rendering them noncompliant. (*See Exh. 9 – discovery requests showing*
service dates and scope)
- 23 5. Plaintiff further served additional discovery on December 22, 2025 and March 1, 2026,
24 including expanded Requests for Production seeking financial records, governance
25 documents, communications, and pattern-and-practice evidence directly relevant to
26 Plaintiff's claims. (*See Exh. 5 – First RFP; Exh. 6 – Second RFP; Exh. 7 – Third RFP;*
27 *Exh. 8 – RFAs; Exh. 10–14 – interrogatories to individual Defendants*)

- 1 6. Plaintiff has served the following discovery requests, Defendants and have not been
2 responded to, including: (service date included)
- 3 a. **First Set of Requests for Production:** December 1, 2025 and March 1, 2026 (*See*
4 *Exh. 5*)
- 5 b. **Second Set of Requests for Production:** December 22, 2025, and March 1, 2026
6 (*See Exh. 6*)
- 7 c. **Third Set of Requests for Production:** March 1, 2026 (*See Exh. 7*)
- 8 d. **Requests for Admission:** December 1, 2025 and March 1, 2026 (*See Exh. 8*)
- 9 e. **First Set of Uniform and Non-Uniform Interrogatories:** December 1, 2025, and
10 March 1, 2026
- 11 i. **ALL GGCA Board Members (Prior and Current)** (*See Exh. 11*)
- 12 ii. **Brooke Sortor** (*See Exh. 12*)
- 13 iii. **Harmin Cadis** (*See Exh. 13*)
- 14 f. **Second Set of Uniform and Non-Uniform Interrogatories:** December 1, 2025,
and March 1, 2026 (*See Exh. 10*)
- 15 7. After this Court's February 23, 2026 Order, Defendants served an Initial Disclosure on
16 March 1, 2026, but did not produce underlying documents responsive to Plaintiff's
17 discovery requests or disclose trial evidence, aside from the Association's insurance
18 policy previously produced in December 2025.
- 19 8. On March 9, 2026, following the Court's February 23, 2026 Tier 3 Case Management
20 Order, Plaintiff notified Defendants' counsel that discovery materials remained
outstanding and requested a production date. (*See Exh 1*)
- 21 9. Rather than producing the requested discovery or providing a date certain for production,
22 Defendants' counsel asserted that Defendants would withhold their discovery responses
23 until Plaintiff provided additional exhibits and an "updated" Initial Disclosure containing
24 legal theories. Plaintiff has already served a comprehensive Rule 26.1 disclosure that
25 meets and in several respects exceeds—the requirements of Rule 26.1. Defendants' refusal
26 to produce discovery while demanding unnecessary amendments continues to
27 demonstrate attempts to shift the burden, create procedural barriers, and avoid addressing
28 their own outstanding discovery deficiencies. (*See Exh. 2 – counsel requests updated
disclosure with legal theories instead of producing discovery; Exh. 3 – counsel invokes*

1 *meet-and-confer while not addressing production obligations; Exh. 4 – Plaintiff’s Rule*
2 *26.1 Initial Disclosure demonstrating compliance .)*

3 The Arizona Rules do not permit delaying discovery based on another party’s
4 production; discovery may proceed in any sequence. Ariz. R. Civ. P. 26(f)(3).

5
6 **II. MEET AND CONFER COMPLIANCE**

7 Plaintiff’s multiple good-faith efforts to resolve this discovery dispute from December
8 2025 through the present and has fully complied with the meet-and-confer requirements under
9 Rule 26(d), Ariz. R. Civ. P., including a substantive conference with Defendants’ counsel,
10 Augustus H. Shaw IV, on March 25, 2026. During that conference, Plaintiff clearly requested that
11 Defendants produce the outstanding discovery—Requests for Production, Requests for
12 Admission, and Interrogatories—and specifically asked when Defendants would provide the
13 requested records and cure their deficiencies.

14 Rather than providing substantive responses, Mr. Shaw refused to answer and asserted
15 that the discovery was “*not due yet,*” later claiming that “*the deadlines are reset after ... the filing*
16 *of the amended complaint,*” a position unsupported by the Arizona Rules of Civil Procedure and
17 inconsistent with the Court’s February 23, 2026 Order, which does not reset discovery deadlines.
18 When pressed for clarification, Mr. Shaw

19 repeatedly stated, “*I do not understand what you’re requesting*” and “*I’m confused,*”
20 despite Plaintiff’s clear and repeated requests for production of discovery documents served
21 months earlier.

22 Mr. Shaw’s response to Plaintiff’s discovery requests was to repeatedly claim confusion
23 while refusing to provide substantive answers. During the March 25, 2026 meet-and-confer, Mr.
24 Shaw stated, “*we have had our meet and confer regarding your discovery requests. Shaw’s...
25 response to Rodriguez’s discovery requests that is, I do not understand what you’re requesting,*”
26 and further asserted, “*I do not understand your discovery dispute,*” despite Plaintiff’s clear
27 requests for production of previously served discovery.

28 When Plaintiff raised that Defendants’ conduct was denying her access to evidence,
stating, “*you’re denying my constitutional right, my, my, yeah, my right to access to the
evidence.,*” Mr. Shaw continued to deflect, responding that he did not understand “*because you*

1 *will not allow me to ask questions,*” while simultaneously refusing to answer direct questions
2 regarding production or identify any actual deficiency in Plaintiff’s requests. Plaintiff’s prior
3 emails—copied to Mr. Shaw—clearly outlined the discovery deficiencies, demonstrating his
4 knowledge and continued refusal to comply. (*See Exhs. 1 (Rodriguez notice of no supporting*
5 *evidence in Initial Disclosure); Exh 18 (confirmation of completed meet-and-confer and refusal*
6 *to cure); Exh 19 (continued noncompliance and failure to produce records); 20(counsel deflects*
7 *and invokes procedure without curing); 21(confirmation of unresolved deficiencies after meet-*
8 *and-confer); 22 (email transmitting Initial Disclosure via Dropbox link); 24 (Plaintiff follow-up*
9 *email documenting noncompliance and requesting production dates); and 25(Plaintiff documents*
10 *lack of discovery and Defendants’ intent to proceed with motion without evidence)*

11 Rather than engaging in a good-faith effort to resolve the dispute, Mr. Shaw maintained
12 his position of claimed confusion, failed to provide any timeline for compliance, and attempted
13 to characterize the call as satisfying meet-and-confer requirements without addressing the
14 substance of the discovery requests. The conference further demonstrates bad faith and hostility.
15 Mr. Shaw stated, *“this is testimony that will be used against you in a court of law,”* attempted to
16 characterize the call as satisfying Rule 26(d), and avoided answering direct questions regarding
17 when Defendants would produce discovery. His repeated claims of *“confusion,”* coupled with
18 his refusal to provide any substantive response, reflect deliberate obstruction rather than a genuine
19 inability to understand.

20 As Plaintiff fully complied with Rule 26(d) and Defendants refused to meaningfully
21 engage, no further meet-and-confer efforts are required. Arizona law does not require repeated or
22 futile attempts where a party has demonstrated unwillingness to cooperate. The disputes raised
23 during the March 25, 2026 conference remain unresolved, and Defendants continue to rely on
24 shifting, unsupported positions to avoid compliance. This conduct constitutes obstructionist
25 behavior under Rule 26(h), Ariz. R. Civ. P., and supports sanctions under Rule 37.

26 **III. DISCOVERY VIOLATIONS AND BAD FAITH CONDUCT**

27 Plaintiff served Requests for Production, Requests for Admission, and Interrogatories on
28 December 1, 2025, triggering a 40-day response under Rules 33, 34, and 36. Defendants—
including the Gardens Gilbert Community Association, Focus HOA Management, LLC, Anna
Schultz, Harman Cadis, and Brooke Sortor—failed to respond timely or fully, and no extension
or court order excused compliance. Despite their obligations, Defendants have attempted to shift

1 all discovery responsibility onto the Association, while each individual defendant and Focus HOA
2 Management, LLC continue to refuse to provide complete responses or produce the documents
3 required for discovery.

4 Their Verified Initial Disclosure largely consists of narrative, legal argument, and general
5 denials rather than the facts, witnesses, and supporting evidence required under Rule 26.1(a)(3)
6 and (a)(9). Although asserting defenses, Defendants produced no underlying documents, failed to
7 link witnesses to specific facts, and relied on boilerplate objections, generalized responses, and
8 unsupported privilege claims, creating a clear evidentiary gap and demonstrating intent to ambush
9 Plaintiff by supplementing the record post-disclosure. Defendants continue to withhold discovery
10 by providing noncompliant responses and refusing to produce responsive records, including
11 failing to provide individual responses by each Defendant to Requests for Admission, Uniform
12 and Non-Uniform Interrogatories, and Requests for Production, as required under Rules 26.1, 33,
13 34, and 36.

14 To date, Defendants have produced only limited materials, including the Association's
15 insurance policy, governing documents already in Plaintiff's possession, and affidavits that
16 merely adopt counsel's statements without providing supporting facts or evidence. These
17 materials are not responsive to Plaintiff's discovery requests and do not satisfy Defendants'
18 disclosure obligations. The withheld materials include core, non-privileged evidence directly
19 relevant to Plaintiff's claims, including financial records, vendor contracts, enforcement records,
20 internal communications, and governance documents. These materials are factual in nature and
21 not protected by attorney-client privilege. Under A.R.S. § 12-2234(C), a party must disclose
22 underlying facts even if communicated to counsel, and privilege applies only to confidential
23 communications, not facts or conduct. Consistent with this principle, *Samaritan Foundation v.*
24 *Goodfarb* confirms that privilege does not shield underlying facts or third-party conduct, and
25 Defendants' blanket assertions constitute misuse of the privilege.

26 Defendants also improperly limited discovery using self-imposed Tier restrictions without
27 seeking a protective order, failed to respond to Requests for Admission individually as required
28 by Rule 36(a)(4), and relied on ineffective service by mail despite records showing documents
returned unclaimed, in violation of Rule 5(c). Their reliance on returned mail is contradicted by
their prior use of electronic methods, including Dropbox links, to transmit large document
productions, further undermining any claim of compliance. (*See Exh. 22 – email transmitting
large documents via Dropbox link*)

1 Analysis of Defendants' Initial Disclosure and responses demonstrates: (1) Narrative
2 instead of evidence—statements such as “*the record will show*” fail to disclose supporting
3 documents or tie witnesses to facts; (2) No factual or witness support—defenses lack evidence,
4 leaving an evidentiary gap that could surprise Plaintiff at trial or deposition; (3) Improper legal
5 briefing—portions function as a legal brief rather than disclosure, signaling strategic delay; and
6 (4) Pattern of delayed or partial responses—emails and meet-and-confer communications show
7 Defendants knew of deficiencies but refused to cure them, indicating intent to delay.

8 Plaintiff notified Defendants on April 13, 2026 that no meaningful discovery responses
9 had been received and that Defendants' failure to produce responsive records—outstanding for
10 over 130 days—constitutes ongoing violations of Rules 26.1, 33, 34, and 36 and is sanctionable
11 under Rule 37. Defendants' counsel continued to rely on procedural arguments under Rule 26(d)
12 while refusing to cure deficiencies, despite prior meet-and-confer efforts and notice of
13 noncompliance.

14 This conduct reflects a sustained pattern of obstruction, including shifting positions,
15 unsupported objections, misuse of privilege, and refusal to produce discovery. Such conduct
16 constitutes obstructionist and bad-faith behavior under Rules 26(h) and 37. Arizona courts,
17 including *Brown v. Superior Court*, *Bryan v. Riddel*, and *Marquez v. Ortega*, recognize that
18 failure to disclose or produce required evidence may warrant sanctions. Defendants' actions—
19 refusing to produce core records, asserting unsupported privilege claims, and misusing procedural
20 rules—constitute a deliberate misuse of the judicial process and reflect conduct lacking
21 substantial justification and intended to delay or burden the proceedings, consistent with the
22 standards set forth in A.R.S. § 12-3201. This conduct has substantially prejudiced Plaintiff's
23 ability to obtain evidence, prepare depositions, and prosecute her claims, warranting Court
24 intervention and appropriate sanctions.

25 **IV. RELIEF REQUESTED**

26 Plaintiff respectfully requests that the Court:

- 27 **1. Compel Defendants** including GGCA Board members (current and former),
28 Anna Schultz, Brooke Sortor, and Harman Cadis—to serve full and complete
responses to all outstanding Requests for Production, Requests for Admission,
and Interrogatories in compliance with the Arizona Rules of Civil Procedure;

VI. EXHIBITS

1. **Exhibit 1** – Email from Plaintiff Rodriguez to Defendants’ counsel, Mr. Shaw and co-counsel Mr. Dente, regarding the absence of responsive exhibits and discovery materials, dated March 9, 2026.
2. **Exhibit 2** – Email from Defendants’ counsel responding to Plaintiff’s inquiry regarding discovery, referencing Plaintiff’s USB submission while not addressing the outstanding discovery requests, dated March 11, 2026.
3. **Exhibit 3** – Email correspondence from Defendants’ counsel referencing a Tier 1 classification despite the Court’s February 23, 2026 Order lifting the stay and designating the case as Tier 3, dated March 9, 2026.
4. **Exhibit 4** – Plaintiff’s Initial Disclosures, served 12/01/25 and 03/01/26
5. **Exhibit 5** – Defendant’s First Set of Requests for Production (12/01/25)
6. **Exhibit 6** – Defendant’s Second Set of Requests for Production (12/22/25)
7. **Exhibit 7** – Defendant’s Third Set of Requests for Production (03/02/26)
8. **Exhibit 8** – Defendant’s Requests for Admission (12/01/25)
9. **Exhibit 9** – Proof of Service Requests for Production of Records, Uniform and Non Uniform Interrogatories, and Request for Admissions, served 12/01/25
10. **Exhibit 10** – Defendant’s Second Set of Request Production of Records (12/22/25)
11. **Exhibit 11** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (including Anna Schultz) (12/01/25)
12. **Exhibit 12** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (Brooke Sortor) (12/01/25)
13. **Exhibit 13** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (Haman Cadis) (12/01/25)
14. **Exhibit 14** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (Haman Cadis) (12/01/25)
15. **Exhibit 15** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (Haman Cadis) (12/01/25)
16. **Exhibit 16** – Defendant’s Non-Uniform Interrogatories directed to current and former GGCA Board members (Haman Cadis) (12/01/25)

- 1 17. **Exhibit 17** – Defendant’s Non-Uniform Interrogatories directed to current and
2 former GGCA Board members (Haman Cadis) (12/01/25)
- 3 18. **Exhibit 18** – Meet and Confer Compliance Email (04/14/26) – Demonstrates
4 Defendants through their attorney Shaw’s knowledge of discovery deficiencies and
5 continued refusal to cure despite prior meet-and-confer. (2/25/26)
- 6 19. **Exhibit 19** – Continued Discovery Abuse Email (04/13/26) – Demonstrates
7 Defendants’ through their legal counsels ongoing failure to produce discovery and
8 knowledge of noncompliance despite Court order. (4/04/26)
- 9 20. **Exhibit 20** – Shaw Response Email– Demonstrates counsel’s knowledge of
10 discovery disputes and continued refusal to address or cure deficiencies despite
11 Court orders. (04/14/26)
- 12 21. **Exhibit 21** – Meet and Confer Compliance Email – Demonstrates completed meet-
13 and-confer, notice of discovery deficiencies from 03/25/2026, and Defendants’
14 through their legal counsel’s refusal to cure. (04/14/26)
- 15 22. **Exhibit 22** – Shaw & Lines Dropbox Link Email (11/26/25) – Demonstrates prior
16 use of electronic delivery for large documents, undermining later claims of failed
17 service.
- 18 23. **Exhibit 23** – Good Faith Consultation Certificate filed separately (4/15/26)
- 19 24. **Exhibit 24** – Rodriguez Follow-Up Email re Discovery Noncompliance (12/31/25)
20 – Demonstrates early notice of deficiencies, Defendants’ failure to produce records,
21 and request for full compliance. (12/31/25)
- 22 25. **Exhibit 25** – Dente Email re Motion to Dismiss Meet & Confer (03/25/26) –
23 Demonstrates notice of discovery deficiencies and Defendants continued
24 withholding of responsive discovery. (3/25/25)
- 25 26. **Exhibit 26** – Affidavit in support of Motion to Compel (4/15/25)

VII. LEGAL AUTHORITIES

1 1. **Rule 26.1(a), Ariz. R. Civ. P. imposes a continuing, affirmative duty** on all
2 parties to disclose all facts, witnesses, legal theories, and documents supporting their
3 claims and defenses without awaiting a discovery request. A party may not assert
4 claims or defenses while withholding the evidence required to support them.

1 **2. Rules 33(b)(3), 33(b)(5), and 34(b)(2), Ariz. R. Civ. P. require that**
2 **interrogatory responses be complete, verified, and made under oath, and that**
3 **requests for production be answered fully, including a clear statement of whether**
4 responsive materials are being withheld. Evasive or incomplete responses are treated
5 as a failure to respond under Rule 37(a)(4).

6 **3. Rule 36(a)(4), Ariz. R. Civ. P. requires a responding party to admit or deny**
7 **each Request for Admission individually and in good faith.** A party may not rely on
8 generalized objections or refuse to respond to factual matters. Failure to properly
9 respond may result in those matters being deemed admitted under Rule 36(a)(6).

10 **4. Rule 26(b)(6), Ariz. R. Civ. P. requires that any claim of attorney-client**
11 **privilege or work-product protection be expressly asserted and supported by a**
12 **privilege log identifying the nature of the documents withheld.** Blanket assertions of
13 privilege are improper and do not satisfy the Rule.

14 **5. Attorney-client privilege is limited in scope.** Under A.R.S. § 12-2234, the
15 privilege protects confidential communications made for the purpose of obtaining or
16 providing legal advice, but does not protect underlying facts or conduct. A party is not
17 relieved of the duty to disclose facts merely because those facts were communicated to
18 counsel.

19 **6. Arizona law makes clear that the attorney-client privilege protects only**
20 **confidential communications**—not underlying facts, events, or third-party conduct.
21 In *Samaritan Foundation v. Goodfarb*, the Arizona Supreme Court held that the
22 privilege “protects disclosure of communications” but does not protect the underlying
23 facts, and a party remains obligated to disclose factual information in discovery even
24 if those facts were communicated to counsel.

25 **7. Accordingly, communications involving third parties, factual events,**
26 **internal conduct, and business records are not protected by attorney-client**
27 **privilege and must be disclosed.** The privilege may not be used as a shield to withhold
28 discoverable evidence or to avoid responding to Requests for Admission, interrogatories, or requests for production. Further, Arizona courts reject delay and noncompliance disguised as procedural disputes. See *Marquez v. Ortega* (significant delay and disregard for discovery deadlines justify denial of relief and emphasize that parties must act in good faith to complete discovery within required timeframes).

1 **8. Rule 26(f)(3), Ariz. R. Civ. P. provides that discovery may proceed in any**
2 **sequence and is not contingent upon another party's disclosures or actions. A party**
3 **may not delay or condition its discovery obligations on the opposing party's conduct.**

4 **9. Rule 37(a), Ariz. R. Civ. P. authorizes a party to move to compel where an**
5 **opposing party fails to respond or provides incomplete or evasive responses.**

6 **10. Rules 26(h) and 37(b)-(c), Ariz. R. Civ. P. authorize the Court to impose**
7 **sanctions for unreasonable, groundless, or obstructionist conduct, including failure**
8 **to disclose required information, misuse of privilege assertions, and refusal to comply**
9 **with discovery obligations. Sanctions may include preclusion of evidence, deeming**
10 **matters admitted, striking defenses, or other appropriate relief.**

11 **11. Arizona courts also recognize their inherent authority to sanction bad-**
12 **faith litigation conduct, including misuse of discovery procedures and improper**
13 **withholding of evidence.**

14 **12. A.R.S. § 12-3201, conduct that lacks substantial justification, is intended to**
15 **delay, or constitutes abuse of the judicial process may qualify as vexatious conduct,**
16 **warranting enhanced judicial intervention and sanctions.**

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VIII. CERTIFICATE OF SERVICE

I served copies of this *Motion to Compel and Request for Sanctions* for on all parties of record via U.S. Mail.

OPPOSING PARTY INFORMATION

DEFENDANTS:

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

DEFENDANT'S LEGAL COUNSEL:

- **Name:** Augustus H. Shaw IV
- **Firm:** Shaw & Lines, LLC
- **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286

Respectfully submitted this 15th day of March 2026.



Sandra Rodriguez

EXHIBIT 1



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Response to : Defendant's Initial Disclosure Statement to Amended Complaint
(Rodriguez v. Gardens Gilbert - CV 2024005940)**

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
To: Dominick Détente <Dominick@shawlines.com>
Cc: Augustus Shaw <ashaw@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Mon, Mar 9, 2026 at 9:45 AM

Dear Dominick,

Plaintiff notes for the record that Defendants' Initial Disclosure fails to include any documents, electronically stored information, tangible things, or other evidentiary materials supporting their asserted defenses and counterclaims.

Pursuant to Ariz. R. Civ. P. 26.1(a)(9), a party must disclose all documents, data compilations, and tangible evidence in its possession, custody, or control that may be relevant to the claims or defenses asserted. To the extent Defendants intend to rely on any such materials, they are required to disclose them.

Additionally, under Rule 26.1(a), disclosures must be complete and not evasive. No supporting exhibits were produced.

Plaintiff reserves all rights under Rule 37(c) regarding preclusion of any undisclosed evidence.

Sincerely,

Sandra Rodriguez

On Sun, Mar 1, 2026, 4:55 PM Dominick Détente <Dominick@shawlines.com> wrote:

Ms. Rodriguez,

I hope you are having a nice weekend.

Please see the attached Defendant's Initial Disclosure Statement to the Amended Complaint.

Thank you,

Dominick Detente, Esq.

SHAW & LINES, LLC

We've Moved!

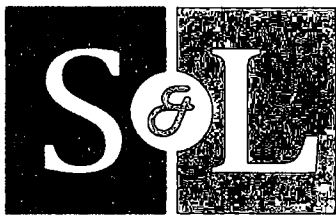
1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

480.456.1500

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EXHIBIT 2



SHAW & LINES, LLC

ATTORNEYS AT LAW

Attorneys

Augustus H. Shaw IV*†

Mark E. Lines **†

*Also licensed in Nebraska

** Also licensed in Utah

† Member, College of Community Association Lawyers

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Phoenix, Arizona 85040

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March 10, 2026

SENT VIA US MAIL

& E-MAIL: sandra.rodriquez0339@gmail.com

Sandra Rodriquez
4735 E Besty Lane
Gilbert, AZ 85296

RE: SANDRA RODRIGUEZ V. GARDENS/GILBERT COMMUNITY ASSOCIATION, FOCUS HOA MANAGEMENT, LLC, HARMAN CADIS, BROOKE SORTOR, and ANNA SCHULTZ - CV2024-005940
DEFENDANT'S RESPONSE TO PLAINTIFF REGARDING INITIAL DISCLOSURE AND USB EXHIBITS

Ms. Rodriguez,

We write in response to your recent March 9, 2026 email regarding Defendants' Initial Disclosure Statement to the Amended Complaint.

First, the reason no exhibits were included with Defendants' disclosure is that the disclosure was made in response to the Amended Complaint, and Defendants have not identified any additional exhibits that were not previously disclosed to you. Accordingly, there are no new documents, electronically stored information, or tangible items to disclose at this time beyond materials already produced or referenced in prior disclosures.

Second, with respect to your Initial Disclosure Statement, we note that it contains a list of certain statutes and cases that you may intend to rely upon but does not include any explanation of the legal theories connecting those authorities to the facts of this matter.

Arizona Rule of Civil Procedure 26.1(a)(2) requires that a disclosure statement include "the legal theory on which each of the disclosing party's claims or defenses is based, including—if necessary for a reasonable understanding of the claim or defense—citations to relevant legal authorities." The rule distinguishes between the legal theory itself and citations to authority, meaning that merely listing statutes or cases does not satisfy the requirement to disclose the legal theory underlying a claim or defense.

In order for Defendants to reasonably understand and evaluate your legal positions, please provide an updated disclosure statement identifying the legal theories on which your claims rely and explaining how the statutes and cases you referenced apply to the facts of this case.

March 10, 2026

Page 2

Third, as of today, Tuesday, March 10, 2026, our office has not yet received the USB drive containing the physical exhibits that you requested leave to file and that the Court ordered you to provide. As you are aware, the Court's February 24, 2026 Order requires that a duplicate USB drive be served on Defendants' counsel no later than March 13, 2026. Please ensure that the USB drive is delivered to our office by the required deadline.

As always, if you have any questions or comments, please feel free to reply to this email or contact our office.

Thank you, and we hope you have a great rest of your day.

Sincerely,

Dominick D Detente

Dominick D. Detente, Esq.
For the Firm

EXHIBIT 3



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Response to : Defendant's Initial Disclosure Statement to Amended Complaint
(Rodriguez v. Gardens Gilbert - CV 2024005940)**

Augustus Shaw <ashaw@shawlines.com>

Tue, Mar 10, 2026 at 4:30 PM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>, Dominick Détente <Dominick@shawlines.com>

Cc: Diane Fincher <Diane@shawlines.com>

Ms. Rodriguez,

First pursuant to Rule 26(d) Arizona Rules of Civil Procedure, all discovery disputes must be addressed in a meet and confer either by conference call or by Zoom followed by a joint statement. Please let me know when you would like to meet and confer regarding your discovery dispute.

Next, attached please find the requested exhibits.

Augustus H. Shaw IV†*

Shaw & Lines, LLC

1490 S. Price Rd., Suite 318
Chandler, Arizona 85286

Phone 480-456-1500

e-mail ashaw@shawlines.com

web site www.shawlines.com

†Licensed in Arizona and Nebraska

*President- College of Community Association Lawyers

*Faculty Associate Professor - Arizona State University O'Connor College of Law

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8 attachments

 **GARDENS0001-0066.pdf**
3667K


 **GARDENS0067-0078.pdf**
299K

 **GARDENS0079-0197.pdf**
3202K

 **GARDENS0197-0201.pdf**
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 **GARDENS0202-0204.pdf**
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 **GARDENS0205-0207.pdf**
200K

 **GARDENS0208-0210.pdf**
1243K

 **GARDENS0211-0213.pdf**
1185K

EXHIBIT 4

See Motion to Compel Filing Exhibit 4, dated March 13, 2026

EXHIBIT 5

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.

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ

17 **Defendants,**

18 AUGUSTUS H. SHAW IV

19 **Defendant's Legal Counsel,**

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

DEFENDANT'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

20 Pursuant to Rules 26.1 and 34 of the Arizona Rules of Civil Procedure, Plaintiff
21 Sandra Rodriguez requests that Defendants produce the following documents within 30 days of
22 service. These requests are continuing in nature and must be supplemented under Rule 26.1(f).

23 **I. REQUESTS FOR PRODUCTION**

24 **A. BOARD MEMBER AND MANAGEMENT BACKGROUND, ROLES, AND**
25 **AFFILIATIONS**

- 26
27 **i. Produce a complete list of all former and current GGCA Board Members**
28 **from 2019 to present, including:**

- names;
- dates of service;
- officer roles held;
- reason for departure (if applicable);
- resumes or background information provided to the HOA or management company.

ii. Produce all documents identifying personal, professional, or familial relationships between:

- GGCA Board members;
- Focus HOA employees;
- vendors;
- election volunteers;
- Facebook group administrators or moderators;
- committee members.

iii. Produce all conflict-of-interest disclosures made by any Board Member, management employee, or officer from 2019–present, including disclosures required under:

- A.R.S. § 10-3830;
- CC&Rs;
- Bylaws;
- any internal conflict policies.

iv. Produce all documents showing whether any Board Member, their spouse, or family member:

- works for a community vendor;
- owns shares or financial interests in vendors;
- holds consulting roles with vendors;
- is related to or affiliated with personnel at Focus HOA Management, LLC.

1 **B. VENDOR, CONTRACTOR, FINANCIAL TRANSACTIONS**

2
3 **v. VENDOR CONTRACTS & PROCUREMENT PROCESS**

4 Produce all vendor contracts, proposals, bids, invoices, and renewal documents
5 from 2019 to present, including:

- 6
- 7 • landscaping
 - 8 • irrigation
 - 9 • pest control
 - 10 • construction or maintenance
 - 11 • legal services
 - 12 • architectural review services
 - 13 • Facebook/social media administration (if any)
 - 14 • compliance vendors
 - 15 • special project vendors

16 **6. COMMUNICATIONS WITH VENDORS**

17 Produce all communications between vendors and:

- 18
- 19 • GGCA Board members
 - 20 • Focus HOA Management
 - 21 • Attorney Shaw
 - 22 • any third-party affiliate

23
24 concerning vendor selection, payments, disputes, and special projects.

25 **7. VENDOR PAYMENT RECORDS**

26
27 Produce all payments made to any vendor from January 1, 2019–present, including:

- 28
- check copies

- 1 • ACH transfers
- 2 • invoices
- 3 • vendor ledgers
- 4 • internal authorization documents
- 5 • reimbursement records

6 **C. BANK RECORDS AND FINANCIALS**

7 **8. HOA BANK STATEMENTS**

9 Produce unredacted bank statements for all HOA bank accounts (operating, reserve,
10 savings, special project accounts) from 2019 to present, including:
11

- 12 • all withdrawals
- 13 • all deposits
- 14 • all transfers
- 15 • canceled checks
- 16 • electronic transfers
- 17 • Board approval logs

18 **9. GENERAL LEDGERS WITH NOTES**

19
20 Produce the complete general ledger for 2019 to present, with descriptions, vendor
21 codes, and expense classifications.

22 **10. ACCOUNTING RECORDS**

23
24 Produce:

- 25 • accounts payable
- 26 • accounts receivable
- 27 • journal entries
- 28 • reimbursement logs

- special assessment allocations
- reserve studies + reserve contribution logs
- financial audits and management representation letters

11. ALL REIMBURSEMENTS TO GGCA BOARD, EMPLOYEES, AND AFFILIATED INDIVIDUALS

Produce all reimbursement requests and payments to any Board Member, officer, or Focus employee from 2019 to present, including:

- receipts
- payment approvals
- justification statements
- Board votes approving payment

12. INTERNAL COMMUNICATIONS REGARDING VENDOR SELECTION

Produce all emails, texts, or messages discussing:

- selection of vendors;
- preferential treatment;
- conflicts;
- *“friendly”* or *“known”* contractors;
- personal referrals;
- discounts, perks, or personal benefits provided to Board members or management.

13. COMMUNICATIONS BETWEEN BOARD MEMBERS REGARDING PLAINTIFF OR “CONTROL” OF GGCA BOARD

Produce all communications discussing:

- 1 • retaining long-term control over the Board;
- 2 • discouraging new candidates;
- 3 • *targeting certain homeowners*;
- 4 • online group moderation;
- 5 • election strategies;
- 6 • instructing others how to vote;
- 7 • excluding Plaintiff or suppressing her involvement.

8
9 **E. PERSONAL, FAMILIAL, OR PROFESSIONAL AFFILIATIONS**

10 **14. ORGANIZATIONAL CHARTS**

11
12 Produce all organizational charts, staffing maps, or administrative structures showing
13 relationships between:

- 14 • GGCA Board of Directors (Current and Former)
- 15 • Focus HOA Management, LLC
- 16 • committees
- 17 • *Focus HOA Management staff*
- 18 • related affiliates

19
20 **15. DOCUMENTS SHOWING RELATIONSHIPS BETWEEN GGCA BOARD**
21 **MEMBERS (former and current) AND FOCUS HOA MANAGEMENT, LLC**

22 Produce all documents showing whether Board members are:

- 23
- 24 • relatives of Focus HOA Management employees;
- 25 • former employees of Focus;
- 26 • investors in Focus or affiliated companies;
- 27 • involved in business dealings with Harmin Cadis or Brooke Sortor.
- 28

1 **16. DOCUMENTS SHOWING ANY OWNERSHIP OR INVESTMENT**
2 **INTERESTS**

3
4 Produce all documents showing whether any Board member:

- 5 • owns other homes in the community;
- 6
- 7 • invests in rental properties;
- 8
- 9 • profits from short-term rentals;
- 10 • has direct financial interests affected by enforcement patterns.

11 **F. SOCIAL MEDIA ADMINISTRATION RECORDS**

12
13 **17. GGCA FACEBOOK GROUP LOGS**

14
15 Produce:

- 16 • admin/moderator lists
- 17 • all Facebook historical activity between 2020 - 2025
- 18 • message logs
- 19 • deleted or hidden posts
- 20 • bans or restrictions involving Plaintiff
- 21 • communications between Board members and moderators

22 **18. COMMUNICATIONS BETWEEN BOARD MEMBERS, MODERATORS,**
23 **AND ADMINISTRATORS**

24
25 All communications discussing:

- 26 • Plaintiff's posts
- 27 • "watching" Plaintiff
- 28 • coordination of online harassment

- 1 • suppression of Plaintiff's speech
- 2 • favoritism or selective enforcement through social media

3 **G. COMMUNICATIONS & ENFORCEMENT RECORDS**

4
5 All emails, text messages, letters, internal notes, and communications between or among
6 any Defendant that reference or relate to Plaintiff Sandra Rodriguez.

- 7 1. All communications between any Defendant and their counsel relating to Plaintiff,
8 including allegations, enforcement recommendations, internal reports, or litigation
9 strategy.
- 10 2. All communications to or from any government, regulatory, or law-enforcement agency
11 referencing Plaintiff, including any complaints, reports, statements, or requests for
12 investigation.
- 13 3. All documents referencing any accusation, allegation, or implication of fraud,
14 misconduct, or wrongdoing made about Plaintiff by any Defendant, employee, board
15 member, or attorney.
- 16 4. All HOA enforcement records relating to Plaintiff, including notices, warnings,
17 violations, photographs, investigator notes, logs, and internal communications.
- 18 5. All documents relating to Plaintiff's maintenance, safety, and habitability complaints,
19 including mold, water intrusion, structural issues, landscaping, irrigation, unleashed dog
20 issues, odors, and vendor performance or failures.

21 **H. FINANCIAL DOCUMENTS**

22 *(January 1, 2023 – Present; incorporating Plaintiff's prior demand categories)*

- 23 7. Complete HOA budgets for 2023, 2024, and 2025, including full line-item detail.
- 24 8. A complete accounting of all HOA income from January 1, 2023 to present, including
25 assessments, fines, late fees, interest, legal fees charged to homeowners, and any
26 miscellaneous revenue.
- 27 9. Individual ledger pages for all homeowners from January 1, 2023 to present.
- 28 10. Copies of all demand letters issued to any homeowner from January 1, 2023 to present.
11. A list of all uncollected assessments owed to the HOA from January 1, 2023 to present.

- 1 12. A list of all late fees assessed to homeowners from January 1, 2023 to present.
- 2 13. A list of all interest charges assessed to homeowners from January 1, 2023 to present.
- 3 14. Copies of all liens placed on homeowners, including full lien packets and supporting
4 documentation.
- 5 15. Copies of all foreclosure proceedings initiated by the HOA, including internal
6 authorization documents, board approvals, and related correspondence.
- 7 16. All current and past written collection plans, policies, or procedures governing
8 assessments, fines, late fees, interest, and attorney-fee charges (2023–present).
- 9 17. Full accounting books and financial records for 2023–present, including general ledgers,
10 sub-ledgers, accounts receivable ledgers, and any write-off or adjustment logs.
- 11 18. All delinquency reports generated from January 1, 2023 to the present, including the
12 stated reason(s) for each delinquency.
- 13 19. All CC&R violation reports, logs, photographs, notices, and investigator notes
14 community-wide (not limited to Plaintiff), including enforcement history, dispositions,
15 and fines.
- 16 20. All HOA balance sheets for fiscal years 2023, 2024, and 2025.
- 17 21. All HOA income and expense statements for 2023–present.
- 18 22. All bank statements and reconciliations (operating, reserve, and any other HOA
19 accounts) for 2023–present, including check registers, transfers, deposit records, and
20 internal accounting notes.
- 21 23. All Board meeting minutes from January 1, 2023 to present, including regular, special,
22 executive session (with permissible redactions per A.R.S. § 33-1805(B)), committee
23 meetings, and ARC/ACC meetings, together with any attachments or exhibits.
- 24 24. All vendor and service contracts active from January 1, 2023 to present, including
25 landscaping, irrigation, structural, mold, pest control, roofing, maintenance,
26 management, and legal services, along with payment histories for each.
- 27 25. All documents reflecting pending, threatened, or past HOA litigation, insurance claims,
28 or liability exposures where attorney fees or enforcement actions were charged to
homeowners, including Plaintiff.

1 **I. FRAUD AND MISMANAGEMENT RECORDS**

2 Produce all documents necessary to determine whether HOA or management company
3 funds were misused, including:

- 4
- 5 1. Full bank statements (operating + reserve) 2020–present
 - 6 2. All check images and ACH transfers
 - 7 3. All vendor invoices and contracts
 - 8 4. Payment approvals and Board-authorized expenditures
 - 9 5. Credit card statements used for HOA purchases
 - 10 6. Work orders and proof of work completion
 - 11 7. Reimbursement logs
 - 12 8. Management company financials relating to GGCA
 - 13 9. IRS filings, audits, draft audits, CPA reviewer notes
 - 14 10. Conflict-of-interest disclosures
 - 15 11. Records showing payments to individual defendants or affiliates
 - 16 12. All internal financial reviews, investigations, or concerns raised

17 **J. VISITS TO PLAINTIFF’S HOME**

- 18 1. All documents, logs, communications, photographs, audio or video, reports, or notes
19 relating to any visit to Plaintiff’s home, including visits by:
- 20 • GGCA HOA all current or former board members;
 - 21 • Focus HOA Management staff (including, but not limited to, Brooke Sortor, Harmin
22 Cadis, Jennifer Munn, Brittany Schultz, and John Alcom);
 - 23 • vendors or contractors;
 - 24 • irrigation/landscaping personnel;
 - 25 • compliance or enforcement personnel;
 - 26 • security or patrol;
 - 27 • attorneys or investigators;
 - 28 • any government agent contacted or prompted by the HOA;
 - any third-party affiliates, associates, or related individuals

1 For each visit, produce documents identifying: (a) date and time of visit; (b) purpose; (c)
2 names and roles of persons involved; (d) authorization for the visit; (e) notes or reports generated;
3 (f) communications about the visit; and (g) the complaint, enforcement action, or issue that
4 triggered the visit.

5 **K. EMPLOYEE & BOARD INFORMATION**

6
7 *(June 1, 2023 – Present)*

8 1. A complete list of all former and current GGCA board members, Focus HOA employees,
9 managers, contractors, or agents from June 1, 2023 to present—including names, job
10 titles, dates of service, roles, and any involvement with Plaintiff. This includes, without
11 limitation:

- 12 • GGCA Board members and officers (including, but not limited to, Anna Schultz, Sara
13 Herrera, Kristene Celaya, Fiona [LNU], Jennifer Watkins, Gina Goodel, Vikram
14 Shishoda, Matthew Schultz, Anna Foss, Josh Dick, Corey Krebs, and Coyan
15 Bidwell); and
- 16 • Focus HOA employees and management (including, but not limited to, Harmin
17 Cadis, Brooke Sortor, Jennifer Munn, Brittany Schultz, and Assistant Manager John
18 Alcom).

19 2. List of all Focus HOA Management, LLC employees (2020 – 2025)

20 3. All employee manuals, training guides, protocols, and written policies governing
21 homeowner interactions, investigations, enforcement, complaint handling, election
22 administration, and recordkeeping for GGCA and Focus HOA Management, LLC.

23 **L. ARCHITECTURAL / ARC / ACC REQUESTS**

24
25 1. All ARC/ACC submissions made by Plaintiff, including completed forms, timestamps,
26 communications, internal notes, and final decisions.

27 2. All ARC/ACC internal and external communications discussing Plaintiff's architectural
28 requests (including window, roof, or emergency repairs), including any comments
regarding delays, denials, or escalations.

- 1 3. All ARC/ACC submissions from other homeowners from January 1, 2020 to present,
2 including timestamps, approval/denial records, conditions imposed, and associated
3 correspondence (with personal identifiers redacted if necessary).
- 4 4. All architectural committee policies and procedures in effect from 2023–2025, including
5 written guidelines, instructions to homeowners, escalation procedures, and criteria for
6 approval or denial.
- 7 5. All ARC/ACC meeting agendas and minutes (2023–present), including attendance and
8 votes.
- 9 6. All ARC/ACC approvals and denials (2023–present), including form decisions, letters,
10 or emails.
- 11 7. All ARC/ACC internal emails or communications (2023–present) regarding
12 enforcement, standards, or treatment of architectural requests.
- 13 8. Plaintiff’s complete, unredacted architectural file, including every version of her
14 window, roof, and emergency submissions; all staff or Board comments; all internal
15 notations or administrative notes; and all emails between Focus HOA, GGCA Board, and
16 attorney Shaw regarding Plaintiff’s forms, delays, denials, or conditions.
- 17 9. Any documents, notes, or internal communications referencing Plaintiff’s loss or
18 potential loss of a government-funded window or mold remediation grant due to delayed
19 or denied HOA approval.

20 **M. ELECTION, GOVERNANCE, PORTAL ACCESS, COMMUNICATION**
21 **RESTRICTIONS, SURVEILLANCE & THIRD-PARTY CONTACTS**

22 **ELECTION RECORDS (2023–2025)**

- 23 1. All election administration materials for GGCA elections from 2023–2025, including
24 ballot logs, absentee ballot logs, ballot counts, tallies, sign-in sheets, quorum calculations
25 (drafts and final), attendance logs, vendor contracts for election services, candidate lists,
26 nomination lists, email or mail announcements, and any written challenges or objections.
- 27 2. All communications between GGCA Board, Focus HOA, and attorney Shaw regarding
28 Plaintiff’s absentee ballot, her candidacy or potential candidacy, any decision not to

1 confirm receipt of her ballot, and any discussion about limiting, discouraging, or
2 opposing her election participation.

3 **CORPORATE GOVERNANCE AND POLICY RECORDS**
4

- 5 1. A complete set of corporate governance records from 2019–2025, including all Board
6 meeting minutes (regular, special, executive session with permissible redactions), draft
7 minutes and metadata, Board email votes, adopted policies and procedures (including
8 communication, enforcement, fining, architectural, and election policies), corporate
9 resolutions, amendments, director/officer rosters, and any conflict-of-interest
10 disclosures.
- 11 2. All Focus HOA and GGCA internal emails (from business accounts or designated Board
12 accounts) that discuss Plaintiff, enforcement strategy, retaliation, responses to her record
13 requests, architectural denials, election decisions, portal access removal, or
14 communication restrictions.

15 **MAIL ONLY COMMUNICATIONS RESTRICTION**

- 16 1. All drafts, communications, internal notes, approvals, and originating documents related
17 to the mail-only communication policy applied to Plaintiff, including who wrote it, who
18 approved it, when it was implemented, why it applied only to Plaintiff, and all internal
19 discussions about restricting only Plaintiff's ability to email or contact
20 management/Board members.

21 **PORTAL ACCESS AND RECORD POSTING**

- 22 1. All portal access logs, settings, and administrative records showing Plaintiff's access,
23 removal, restrictions, reinstatement, or changes, including logins, date/time of access
24 changes, and notes describing the reason for any restriction.
- 25 2. All metadata and system logs associated with the posting of meeting minutes, notices, or
26 records in the HOA portal, including late entries or backdated postings, for the period
27 January 1, 2023 to present.
28

1 **SURVEILLANCE, MONITORING, AND SOCIAL MEDIA**

- 2 1. All HOA, Board, or Focus HOA surveillance records referencing Plaintiff or her home,
3 *including logs, emails, screenshots, photographs, videos, or reports* documenting
4 monitoring of her property or online presence.
- 5 2. All communications about monitoring Plaintiff's social media, neighborhood
6 communications, or online posts, including discussions about the GGCA Facebook group
7 *and any decision to remove, hide, or restrict her posts.*
- 8 3. All administrator and moderator logs for the GGCA Facebook group from January 1,
9 2023 to present, including: actions taken against Plaintiff's posts; deletions; blocks; bans;
10 restrictions; and communications between administrators or moderators (including, but
11 not limited to, *Anna and Matthew Schultz, Gina Goodel, Sadie Hurst, and any Focus*
12 *HOA staff*) concerning Plaintiff's posts, survey, or community organizing efforts, along
13 with documents identifying how administrators/moderators are connected personally or
14 professionally to the GGCA Board or Focus HOA.

15 **THIRD PARTY AGENCY CONTACTS**

- 16 1. All third-party communications between any Defendant and any Town of Gilbert
17 department, City of Mesa Police, Animal Control, Code Enforcement, DES OIG, media
18 outlets, or any other third party relating to Plaintiff, her property, her complaints, or
19 alleged misconduct, including referrals, reports, responses, and supporting materials.

20 **G. INSURANCE, INDEMNITY, AND COVERAGE DOCUMENTS**

- 21
- 22 1. For all Defendants (Gardens Gilbert Community Association, Focus HOA Management,
23 LLC, and individual Defendants including Anna Schultz, Harmin Cadis, and Brooke
24 Sortor), produce all insurance and indemnity documents potentially applicable to
25 Plaintiff's claims, including:
- 26 • complete Directors & Officers (D&O) policies;
 - 27 • general liability policies;
 - 28 • errors and omissions (E&O) policies;
 - all endorsements, riders, and amendments;

- reservation-of-rights letters;
- coverage-denial letters;
- tender correspondence; and
- communications with any insurer regarding Plaintiff's claims or this lawsuit.

H. ATTORNEY INVOLVEMENT, MISCONDUCT, AND COMMUNICATIONS

1. NON-PRIVILEGED COMMUNICATIONS BETWEEN DEFENDANTS AND ATTORNEY SHAW

Produce all non-privileged communications, emails, text messages, letters, drafts, notes, memoranda, or correspondence between any Defendant, GGCA Board member, or Focus HOA employee (including, but not limited to, Harmin Cadis, Brooke Sortor, Jennifer Munn, Brittany Schultz, and John Alcom) and attorney Augustus H. Shaw IV that reference or relate to Plaintiff Sandra Rodriguez, including communications concerning:

- accusations or allegations of fraud, welfare fraud, misconduct, or wrongdoing;
- reports, complaints, or referrals made to third parties or agencies;
- enforcement decisions, architectural decisions, or actions taken involving Plaintiff;
- discussions of retaliation, discrimination, selective enforcement, unequal treatment, or restricting Plaintiff's rights;
- directives, strategies, recommendations, or litigation plans regarding Plaintiff;
- removal of Plaintiff's HOA portal access, mail-only restrictions, or communication bans;
- preparation or drafting of cease-and-desist letters, threats, or demands;
- use or planned use of the January 24, 2025 stay order to block records, architectural forms, or HOA services;
- discussions regarding efforts to charge, seize, or collect money from Plaintiff based on fabricated violations or misapplied CC&R provisions.

This request is limited to non-privileged communications containing factual statements or shared with third parties, consistent with *Ariz. R. Civ. P. 26(b)(1)–(b)(4)*. Communications

1 disclosed beyond the attorney-client relationship are not privileged, and disclosure constitutes
2 waiver. *See State v. Sucharew*, 205 Ariz. 16, 20 (App. 2003); *Grubaugh v. Blomo*, 238 Ariz. 264,
3 267 (App. 2015).

4 **2. Reports or Communications Made to Third-Party Agencies Concerning Plaintiff**

5
6 Produce all documents or communications showing any report, allegation, complaint,
7 referral, or statement made by any Defendant, Board member, management representative, or
8 attorney Shaw to any governmental, police, municipal, code-enforcement, animal-control,
9 zoning, regulatory, or federal agency regarding Plaintiff, including:

- 10 • allegations of fraud, welfare fraud, misconduct, or noncompliance;
- 11 • requests for investigation or enforcement;
- 12 • referrals sent to City of Mesa Police, Town of Gilbert Code Enforcement, Animal
13 Control, DES OIG, or any other agency;
- 14 • supporting documents, evidence, or statements provided;
- 15 • drafts and internal discussions preparing or coordinating such reports.

16 Communications made to or involving third parties are not privileged, and any privilege
17 is waived. *Sucharew*, 205 Ariz. at 20; *Grubaugh*, 238 Ariz. at 267.

18 **3. Attorney Billing, Fee Records, and Payment Documentation** 19 **(January 1, 2023 – Present)**

20
21 Produce all **non-privileged** billing records, invoices, payment logs, check copies, ACH
22 transfers, ledger entries, contracts, fee agreements, reimbursements, and accounting records
23 showing:

- 24 • attorney fees billed by Shaw & Lines, LLC;
- 25 • payments made by GGCA for attorney services;
- 26 • payments made by Focus HOA Management, LLC;
- 27 • any personal payments by individual Defendants (including, but not limited to, Anna
28 Schultz, Brooke Sortor, and Harmin Cadis, or any other Board member or employee);

- coding or designation of fees as “legal,” “compliance,” “enforcement,” “administrative,” or as charges to Plaintiff;
- authorization for attorney-fee expenditures, including Board minutes, Board votes, email votes, or resolutions approving expenditure of HOA funds involving Plaintiff.

Billing records are discoverable because fee amounts, dates, payors, and payment records are not privileged, and privilege is waived when disclosed to third parties or for billing purposes. *State v. Sucharew*, 205 Ariz. 16 (App. 2003); *In re Grand Jury Subpoenas Served Upon Doe*, 201 Ariz. 551 (App. 2002). These materials are directly relevant under Rule 26(b)(1) to show misuse of HOA funds, retaliatory motives, selective enforcement, discriminatory fee practices, and improper attorney involvement.

4. Documents Related to Attorney Shaw’s Misconduct, Retaliatory Conduct, and Litigation Strategy

Produce all documents, drafts, internal notes, emails, or communications—including those circulated between Shaw, GGCA Board members, or Focus HOA employees—relating to:

- drafts of cease-and-desist letters, threats, or legal demands sent to Plaintiff;
- the drafting or filing of retaliatory motions (including any vexatious-litigant motions and motions to strike);
- instructions or recommendations to deny Plaintiff architectural forms, records, Board information, or election documents;
- internal discussions of using litigation costs, Rule 11 threats, or attorney fees to pressure or financially coerce Plaintiff;
- coordination or preparation of false or misleading statements made to Mesa Police, other agencies, or the courts about Plaintiff, her conduct, or her safety complaints;
- strategies to use the January 24, 2025 stay order to withhold records, block approvals, or obstruct routine HOA duties;
- preparation of perjurious statements, misrepresentations, or misleading filings submitted in Maricopa County Superior Court or the Arizona Court of Appeals;
- communications discussing efforts to extract money from Plaintiff under false pretenses, fabricated violations, or misapplication of CC&R provisions.

1 Communications involving plans to share information with third parties, commit
2 unlawful acts, or engage in non-privileged conduct fall outside privilege and are discoverable.
3 Misconduct, perjury, and fraud are never protected.

4 **I. DOCUMENTS SUPPORTING DEFENDANTS' DEFENSES**

- 5
- 6 1. All documents' Defendants intend to rely on at trial, in any dispositive motion, or in
7 support of any affirmative defense.
 - 8 2. All documents supporting any defense asserted in this action, including but not limited
9 to defenses relating to negligence, CC&R enforcement, architectural control, statutory
10 compliance, fair housing, constitutional issues, and alleged justification for actions taken
11 against Plaintiff.
- 12
- 13

14 Respectfully submitted this 1st day of December 2025.

15

16

17 Sandra Rodriguez

18

19

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28

1 **XI. CERTIFICATE OF SERVICE**

2
3 I served copies of this **PLAINTIFF'S FIRST SET OF REQUESTS FOR**
4 **PRODUCTION OF DOCUMENTS** for on all parties of record via U.S. Mail and Email.

5 **OPPOSING PARTY INFORMATION**

6 **DEFENDANTS:**

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

13 **DEFENDANT'S LEGAL COUNSEL:**

- 14 • **Name:** Augustus H. Shaw IV
15 • **Firm:** Shaw & Lines, LLC
16 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286

17
18 Respectfully submitted this 1st day of December 2025..

19
20
21 Sandra Rodriguez
22
23
24
25
26
27
28

EXHIBIT 6

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, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ
17 **Defendants,**
18 AUGUSTUS H. SHAW IV
19 **Defendant's Legal Counsel,**

DEFENDANT'S SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

20 **Pursuant to Rules 26.1 and 34 of the Arizona Rules of Civil Procedure, Plaintiff**
21 **Sandra Rodriguez requests that Defendants produce the following documents within 30 days of**
22 **service no later than January 21, 2025. These requests are continuing in nature and must be**
23 **supplemented under Rule 26.1(f).**

24 **I. REQUESTS FOR PRODUCTION**

25 Sandra Rodriguez (*"Plaintiff"*), appearing self-represented, hereby serves this Second
26 Request for Production of Documents on Defendants Gardens Gilbert Community Association,
27 Focus HOA Management, LLC, Shaw & Associates / Shaw & Lines, LLC, and all current and
28 former Board members, officers, agents, employees, attorneys, and co-conspirators identified in

1 Plaintiff's Initial Rule 26.1 Disclosure, as well as any additional persons or entities known or
2 reasonably known to Defendants to possess responsive documents, including but not limited to
3 Jennifer Munn, Brittany Schultz, Matthew Schultz, and all former and current GGCA Board
4 members.

5 This Second Request is narrowly tailored to seek additional, non-duplicative evidence
6 necessary to further substantiate Plaintiff's disclosed claims, including retaliation, selective
7 enforcement, election interference, obstruction of records, abuse of process, attorney
8 misconduct, perjury, financial misrepresentation, and due-process violations, as detailed in
9 Plaintiff's Initial Rule 26.1 Disclosure and supporting exhibits.

10 **II. DEFINITIONS & INSTRUCTIONS (SUPPLEMENTAL)**

- 11 1. This Second Request does not seek documents already requested in Plaintiff's First
12 Request for Production.
- 13 2. The requests below are directed to intent, coordination, internal deliberations, drafts,
14 metadata, and credibility-related materials not previously demanded.
- 15 3. "*Document(s)*" and "*Communications*" include all electronically stored information
16 (ESI), emails, texts, attachments, drafts, internal notes, databases, metadata, and system
17 logs not previously produced.
- 18 4. Any withholding must be accompanied by a privilege log compliant with Rule 26.1(g)
19 identifying the author(s), recipient(s), date, subject matter, and basis for the claimed
20 privilege.

21 **III. SUPPLEMENTAL REQUESTS FOR PRODUCTION**

22 *(Non-Duplicative / Second-Phase Discovery)*

23 **A. ATTORNEY-CLIENT COORDINATION & LITIGATION STRATEGY (NON- 24 PRIVILEGED)**

- 25 1. All non-privileged communications between Augustus H. Shaw IV (and staff) and
26 any Defendant that contain factual assertions later repeated in:
27
 - 28 o sworn declarations or affidavits;
 - o police or agency reports;

- 1 o court filings;
- 2 o cease-and-desist letters; or
- 3 o communications to third parties concerning Plaintiff.
- 4 2. All drafts, revisions, redlines, or internal comments to affidavits or declarations filed
- 5 by:
- 6 o Brittany Schultz;
- 7 o Jennifer Munn; or
- 8 o any and all former and current GGCA Board member (years 2022-2026)
- 9 where such drafts differ from the final filed versions.
- 10 3. Documents identifying who supplied or approved the factual content for sworn
- 11 statements later alleged to be false, misleading, or incomplete.

12 **B. FALSE REPORTING & THIRD-PARTY CONTACTS (INTENT &**

13 **COORDINATION)**

- 14 4. All internal communications and preparatory materials preceding any report, referral,
- 15 or call made regarding Plaintiff to:
- 16 o City of Mesa Police;
- 17 o Town of Gilbert Police;
- 18 o Animal Control;
- 19 o Code Enforcement;
- 20 o DES OIG; or
- 21 o any other third-party agency.
- 22 5. Documents reflecting decision-making authority for contacting law enforcement or
- 23 agencies, including:
- 24 o who authorized the contact;
- 25 o the stated purpose; and
- 26 o alternative actions discussed and rejected.
- 27 6. All post-incident communications evaluating, justifying, or strategizing about the
- 28 impact of third-party reports on Plaintiff or the litigation.

1 **C. RECORDS OBSTRUCTION & RETALIATORY POLICIES**

- 2
- 3 7. Documents showing internal deliberations, drafts, or approvals for:
- 4 ○ mail-only communication restrictions imposed on Plaintiff;
 - 5 ○ denial or limitation of portal or records access;
 - 6 ○ refusal to provide architectural forms, election records, or financial information.
- 7 8. Communications comparing Plaintiff's access restrictions to other homeowners, including any acknowledgment that such restrictions were unique or punitive.
- 8 9. Metadata and system logs reflecting when records were created, modified, uploaded, delayed, withheld, backdated and by whom after Plaintiff requested access.
- 9
- 10

11 **D. ELECTION INTERFERENCE & GOVERNANCE CONTROL**

- 12
- 13 10. Internal communications not previously requested discussing:
- 14 ○ discouraging homeowner participation;
 - 15 ○ managing quorum outcomes;
 - 16 ○ limiting candidates;
 - 17 ○ handling Plaintiff's nomination, ballot access, or absentee voting.
- 18 11. Drafts or internal versions of election notices, ballots, vote tallies, or mailing lists prior to final dissemination.
- 19 12. Communications reflecting concern or strategy regarding Plaintiff gaining access to Board information or governance authority.
- 20

21 **E. SELECTIVE ENFORCEMENT & COMPARATIVE TREATMENT**

- 22
- 23 13. Internal analyses, summaries, spreadsheets, or comparisons evaluating:
- 24 ○ enforcement consistency;
 - 25 ○ violation histories; or
 - 26 ○ responses to Plaintiff versus other homeowners.
- 27 14. Documents reflecting decisions not to enforce community standards raised by Plaintiff, including internal reasoning or cost-benefit discussions.
- 28

1
2
3 **F. FINANCIAL MISREPRESENTATION & COURT STATEMENTS**

4 15. Documents used to prepare, verify, or justify representations made to any court
5 concerning:

- 6 o attorney fees;
7 o assessments;
8 o costs; or
9 o Plaintiff's alleged financial obligations.

10 16. Internal communications acknowledging discrepancies between:

- 11 o amounts reported to courts;
12 o amounts charged or threatened against Plaintiff; and
13 o amounts actually paid.

14 **G. THIRD-PARTY VENDORS & SERVICE PROVIDERS (2022–PRESENT)**

15 17. All statements, invoices, contracts, payment records, and communications with
16 landscapers and any other third-party vendors or service providers retained between
17 January 1, 2022 and the present, including but not limited to:

- 18 • landscaping;
19 • pest control;
20 • maintenance;
21 • emergency services; or
22 • consulting vendors.
23 • election-related services or programs (including election administration, ballot
24 processing, or vote-counting services).

25 18. All communications between Defendants and third-party vendors referencing:

- 26 • Plaintiff;
27 • Plaintiff's complaints;
28 • selective enforcement;

- retaliation;
- litigation strategy; or
- cost allocation.

H. SURVEILLANCE, MONITORING, & TARGETING

19. Documents reflecting monitoring or tracking of Plaintiff's:

- meeting participation;
- emails or portal activity;
- social-media posts;
- communications with neighbors.

20. Communications characterizing Plaintiff as a "problem," "risk," "threat," or similar designation, including strategies to limit her participation.

I. ATTORNEY PAYMENTS, BILLING, AND RELATED COMMUNICATIONS

(January 1, 2021 – Present)

21. All billing statements, invoices, payment ledgers, and accounting records reflecting legal fees billed or paid to Shaw & Lines, LLC, Augustus H. Shaw IV, or any other legal counsel, including:

- amounts billed;
- dates of service;
- dates of payment;
- payor identity;
- matter descriptions or billing codes.

22. All proof of payment documents, including:

- check copies;
- ACH or wire confirmations;
- credit card statements;

- reimbursement records;
- internal ledger entries.

23. All contracts, engagement letters, fee agreements, amendments, or scope-of-work documents between Defendants and any legal counsel.

24. All non-privileged communications between:

- *Shaw & Lines, LLC (and staff)*;
- other legal counsel;
- GGCA Board members;
- Focus HOA Management

relating to attorney billing, payment approvals, reimbursement, allocation of fees, or decisions to charge fees to Plaintiff.

25. Documents reflecting Board approval or discussion of attorney-fee expenditures, including meeting minutes, resolutions, email votes, or internal approvals.

26. Documents reflecting categorization or allocation of attorney fees (e.g., *"enforcement," "administrative,"* or charges assessed against Plaintiff).

27. All communications discussing the strategic purpose, deterrent effect, or retaliatory use of attorney involvement against Plaintiff.

28. All communications with insurers concerning coverage, reimbursement, tender, or denial of attorney fees related to Plaintiff.

29. Documents reflecting billing disputes, write-offs, adjustments, or internal concerns, including discrepancies between amounts billed, paid, reported to the court, or charged to Plaintiff.

J. PRESERVATION, DELETION, & LITIGATION HOLDS

30. All litigation-*hold* notices issued after Plaintiff requested records or filed complaints.

31. Documents identifying any records or data that were deleted, lost, altered, or destroyed after Defendants were on notice of Plaintiff's claims.

1 **III. CONTINUING DUTY TO SUPPLEMENT**

2 These requests are continuing. Defendants must promptly supplement their responses
3 pursuant to Rule 26.1(b) upon discovery of additional responsive documents.
4

5
6 Respectfully submitted this 22nd day of December 2025.

7 

8 Sandra Rodriguez
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1 **XI. CERTIFICATE OF SERVICE**

2 I served copies of this **DEFENDANT'S SECOND SET OF REQUESTS FOR**
3 **PRODUCTION OF DOCUMENTS** for on all parties of record via U.S. Mail and Email.
4

5 **OPPOSING PARTY INFORMATION**

6 **DEFENDANTS:**

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

13 **DEFENDANT'S LEGAL COUNSEL:**

- 14 • **Name:** Augustus H. Shaw IV
15 • **Firm:** Shaw & Lines, LLC
16 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286
17

18 Respectfully submitted this 22nd day of December 2025..

19 

20
21 Sandra Rodriguez

EXHIBIT 7

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.

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ

17 **Defendants,**

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

DEFENDANT'S THIRD SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

18
19 Plaintiff Sandra Rodriguez (*"Plaintiff"*), appearing pro se, requests that Defendants
20 produce the documents and electronically stored information described below within thirty (30)
21 days of service. These requests are limited to materials not previously requested or produced in
22 Plaintiff's First and Second Requests for Production and are directed toward pattern-and-practice
23 evidence, comparative enforcement, institutional conduct, communications, and financial or
24 operational practices relevant to Plaintiff's claims and defenses.

25 **I. DEFINITIONS**

26 *"Defendants"* includes Gardens Gilbert Community Association (*"GGCA"*), Focus
27 HOA Management, LLC (*"Focus"*), their current and former board members, employees, agents,
28 contractors, and persons acting on their behalf.

1 **REQUEST No. 3**

2 Documents sufficient to show the number of homeowners, from 2020 to present, who
3 received:

- 4 • violation notices,
- 5 • fines,
- 6 • communication restrictions,
- 7 • HOA portal access restrictions, or
- 8 • referrals to legal counsel or collection action.

9
10 Personal identifying information may be redacted.

11
12 **C. PATTERN OF COMPLAINTS AGAINST HOA OR MANAGEMENT**

13 **REQUEST No. 4 (Community Complaints and Pattern Evidence)**

14
15 Produce all complaints, grievances, incident reports, homeowner communications,
16 investigative files, or written allegations submitted by homeowners other than Plaintiff from
17 January 1, 2016 to present that concern or allege conduct by Gardens Gilbert Community
18 Association, its board members, Focus HOA Management, LLC, or their agents involving:

- 19 • harassment or intimidation of homeowners;
- 20 • selective or unequal enforcement of CC&Rs, rules, or community standards;
- 21 • retaliation following homeowner complaints, records requests, governance
22 participation, or protected activity;
- 23 • bullying, targeting, or improper treatment of homeowners;
- 24 • discrimination or unequal treatment in enforcement, governance participation, or
25 access to HOA services;
- 26 • election irregularities, election interference, or governance-related misconduct;
- 27 • financial mismanagement, improper assessments, misuse of HOA funds, or
28 unauthorized expenditures;
- failure to perform contractual, statutory, or fiduciary obligations owed to
 homeowners;

- negligent or grossly negligent management, supervision, or enforcement practices;
- intentional misconduct, abuse of authority, or actions exceeding board or management authority.

This request includes documents sufficient to identify patterns, recurring complaints, repeated allegations, internal responses, investigations, resolutions, or corrective actions taken (if any) relating to such complaints.

Personal identifying information of complaining homeowners may be redacted to protect privacy.

D. HOA MANAGEMENT PRACTICES ACROSS OTHER COMMUNITIES

REQUEST No. 5

Documents sufficient to identify all homeowners' associations managed or serviced by Focus HOA Management, LLC within the past ten (10) years, including dates of service.

REQUEST No. 6

All non-privileged complaints, lawsuits, administrative claims, or formal disputes involving Focus HOA Management, LLC alleging:

- retaliation,
- selective enforcement,
- governance misconduct, or
- harassment of homeowners.

E. SOCIAL MEDIA ADMINISTRATION STRUCTURE

REQUEST No. 7

All administrative policies, moderator guidelines, governance rules, or operational procedures governing HOA-related social media or online communication platforms, including

1 Facebook groups, Nextdoor.com platforms, or similar community forums administered or
2 moderated by GGCA or Focus whether on a personal or professional level.

3 **F. BOARD MEMBER ENFORCEMENT RECORDS**

4
5 **REQUEST No. 8**

6 Produce documents sufficient to identify whether Gardens Gilbert Community Association
7 (“GGCA”) and Focus HOA Management, LLC maintains records relating to vehicles used by
8 board members, employees, agents, or representatives when acting on behalf of GGCA or Focus
9 for HOA administrative, compliance, inspection, monitoring, or enforcement purposes.

10 Responsive documents shall include records sufficient to identify, to the extent maintained
11 in the ordinary course of business:

- 12
- 13 • the make, model, and year of such vehicle(s);
 - 14 • the registered owner or authorized user of the vehicle(s);
 - 15 • any vehicle registration, parking authorization, or identification records maintained by
16 the HOA or management company; and
 - 17 • records identifying individuals authorized or assigned to conduct property inspections,
18 violation issuance, compliance monitoring, or site visits relating to Plaintiff’s residence
19 or other homeowners within the community.

20 This request is limited to records maintained for HOA operational or enforcement purposes
21 and does not seek unrelated personal vehicle information not connected to HOA business
22 activities.

23 **G. ENFORCEMENT INCENTIVE STRUCTURES**

24
25 **REQUEST No. 9**

26 Documents reflecting compensation models, bonuses, performance metrics, evaluation criteria,
27 or incentive structures applicable to Focus personnel relating to:

- 28
- enforcement activity,

- 1 • violation processing,
- 2 • collections,
- 3 • fines,
- 4 • attorney referrals, or
- 5 • compliance enforcement performance.

6 **H. DOCUMENT RETENTION AND DELETION PRACTICES**

7

8 **REQUEST No. 10**

9 All document retention schedules, deletion policies, automated purge practices, or data-

10 management procedures applicable to:

- 11 • emails,
 - 12 • HOA portals,
 - 13 • surveillance systems, and
 - 14 • social media administration tools.
- 15

16 **I. FOCUS HOA MANAGEMENT OFFICE SURVEILLANCE**

17

18 **REQUEST No. 11**

19 All video recordings, audio recordings, surveillance footage, security footage, access-control

20 recordings, or monitoring data maintained at any Focus HOA Management, LLC office location

21 from January 1, 2023 to present depicting or relating to:

- 22 • meetings involving GGCA matters,
 - 23 • homeowner complaint discussions,
 - 24 • enforcement decision-making meetings, or
 - 25 • visits by GGCA board members relating to GGCA business.
- 26

27 Production shall include native files, timestamps, and access logs identifying individuals

28 who accessed recordings.

1 **J. OFFICE SURVEILLANCE SYSTEM PRACTICES**

2
3 **REQUEST No. 12**

- 4 • Documents sufficient to identify:
- 5 • surveillance systems used at Focus offices,
- 6 • retention periods,
- 7 • overwrite or deletion schedules, and
- 8 • policies governing preservation of recordings relating to disputes or litigation.

9 **K. FINANCIAL BENEFITS OR PAYMENTS TO INDIVIDUAL DEFENDANTS**

10
11 **REQUEST No. 13**

12 Documents sufficient to show any payments, reimbursements, transfers, stipends, bonuses,
13 expense reimbursements, or other financial benefits made or provided from GGCA funds or
14 through Focus HOA Management, LLC to:

- 15 • any current or former GGCA board member,
- 16 • executive-level Focus personnel,
- 17 • *Brittany Schultz, and*
- 18 • *Jennifer Munn,*
- 19 • from January 1, 2020 to present.
- 20 • Entire personal bank account statements are not requested except to the extent
- 21 *submitted to substantiate reimbursement or payment requests.*

22
23 **L. PERSONAL ACCOUNT USE RELATING TO HOA FUNDS**

24 **REQUEST No. 14**

25 Documents reflecting whether any GGCA or Focus funds were deposited into, transferred
26 through, or paid via personal accounts of any board member or Focus employee.

27
28

1 **M. VENDOR IDENTIFICATION AND CONTACT INFORMATION**

2
3 **REQUEST No. 15**

4 Documents sufficient to identify all vendors, contractors, consultants, or service providers
5 retained or utilized by Focus HOA Management, LLC from January 1, 2018 to present, whether
6 for GGCA or any other association managed by Focus, including:

- 7
- 8 • vendor/company name,
 - 9 • primary contact person,
 - 10 • business address,
 - 11 • telephone number,
 - 12 • email address,
 - 13 • nature of services provided, and
 - 14 • dates of engagement.

15 **N. SOCIAL MEDIA COMMUNICATIONS (FACEBOOK AND NEXTDOOR)**

16 **REQUEST No. 16**

17 Produce all non-privileged communications, posts, comments, direct messages, moderation
18 actions, administrative logs, or other electronically stored information created, sent, received, or
19 maintained on Facebook or Nextdoor.com that relate to:

- 20
- 21 1. Plaintiff Sandra Rodriguez;
 - 22 2. HOA enforcement actions or decisions involving Plaintiff;
 - 23 3. discussions concerning monitoring, restricting, moderating, or responding to
24 Plaintiff's participation in community or online forums; or
 - 25 4. the allegations, claims, or defenses asserted in this litigation.

26 This request includes communications or activity conducted in connection with HOA
27 business by:

- 28
- current employees of Focus HOA Management, LLC;

- 1 • current and former GGCA board members; and
- 2 • individuals identified in the Amended Civil Complaint, including but not limited
- 3 to Pauline Bracken, Matthew Schultz, and Regina Goodell; all current and former administrators
- 4 or moderators of the Gardens Gilbert Community Association Facebook page or any HOA-
- 5 managed or HOA-affiliated social media platforms, including but not limited to Cory Krebs,
- 6 Hailey Brigham, Pauline Bracken, Coyan Bidwell, Christopher Falk, and Anna Schultz; and any
- 7 friends, associates, or third parties who communicated with, coordinated with, or acted in concert
- 8 with GGCA board members, Focus HOA Management, LLC personnel, or social-media
- 9 administrators regarding Plaintiff Sandra Rodriguez, HOA governance, enforcement actions, or
- 10 matters alleged in this litigation, at any time from January 1, 2023 through the present.

11 Responsive materials shall include communications or actions directed toward,

12 referencing, or involving Plaintiff's personal social-media accounts, online postings, or internet

13 presence, to the extent such communications or activity relate to HOA matters, governance

14 decisions, enforcement actions, or issues at dispute in this case.

15 **O. EMAIL COMMUNICATIONS RELATING TO HOA BUSINESS**

16 **REQUEST No. 17**

17

18 All non-privileged emails and attachments relating to Plaintiff or the allegations in this

19 action, whether maintained on HOA, Focus business, or personal email accounts used to conduct

20 HOA business. Produce documents sufficient to identify each email account used for HOA

21 business communications.

22 **P. TEXT MESSAGES AND MOBILE COMMUNICATIONS**

23 **REQUEST No. 18**

24

25 **All non-privileged text messages or messaging-application communications relating to:**

- 26 • Plaintiff,
- 27 • HOA enforcement decisions,
- 28 • *governance actions at issue in this litigation, or*

- discussions concerning Plaintiff,
- made in connection with HOA business by:
- all current Focus HOA Management employees; and
- GGCA current and former board members.

Q. IDENTIFICATION OF COMMUNICATION PLATFORMS

REQUEST No. 19

Documents sufficient to identify all communication platforms used by GGCA board members or Focus personnel for HOA-related communications from January 1, 2023 to present, including email systems, messaging applications, and social-media messaging platforms.

III. FORMAT OF PRODUCTION

Documents shall be produced in native electronic format where available, with metadata intact, and organized to correspond with each request pursuant to Rule 34(b)(2)(E).

IV. CONTINUING DUTY TO SUPPLEMENT

Defendants shall supplement responses pursuant to Ariz. R. Civ. P. 26.1(b)(2).

Respectfully submitted this 2nd day of March 2026.

Sandra Rodriguez

1 **XI. CERTIFICATE OF SERVICE**

2 I served copies of this **DEFENDANT'S THIRD SET OF REQUESTS FOR**
3 **PRODUCTION OF DOCUMENTS** for on all parties of record via U.S. Mail and Email.
4

5 **OPPOSING PARTY INFORMATION**

6 **DEFENDANTS:**

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

13 **DEFENDANT'S LEGAL COUNSEL:**

- 14 • **Name:** Augustus H. Shaw IV
15 • **Firm:** Shaw & Lines, LLC
16 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286
17

18 Respectfully submitted this 2nd day of March 2026.
19

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22 Sandra Rodriguez
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EXHIBIT 8

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.

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ

17 **Defendants,**

18 AUGUSTUS H. SHAW IV

19 **Defendant's Legal Counsel,**

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

DEFENDANT'S REQUESTS FOR
ADMISSIONS

20 TO DEFENDANTS' GARDENS GILBERT COMMUNITY ASSOCIATION, FOCUS HOA
21 MANAGEMENT LLC, ANNA SCHULTZ, BROOKE SORTOR, AND HARMIN CADIS

22
23 Pursuant to **Arizona Rule of Civil Procedure 36**, Plaintiff Sandra Rodriguez requests
24 that each Defendant separately answer the following Requests for Admissions within thirty (30)
25 days.

26 These Requests directly correspond with the updated Requests for Production in
27 Plaintiff's filing dated December 1, 2025

1 **I. ADMISSIONS REGARDING COMMUNICATIONS, FRAUD**
2 **ALLEGATIONS & RETALIATION**
3

- 4 1. Admit you made or circulated at least one allegation of fraud, misconduct,
5 noncompliance, or wrongdoing about Plaintiff Sandra Rodriguez.
6 2. Admit you communicated at least one such allegation to a third party, including
7 but not limited to homeowners, vendors, management, or government agencies.
8 3. Admit you did not conduct any investigation before making at least one allegation
9 against Plaintiff.
10 4. Admit you cannot produce documentation supporting any accusation of fraud or
11 misconduct made about Plaintiff.
12 5. Admit at least one statement made about Plaintiff was false, inaccurate, or
13 unsupported by evidence.
14 6. Admit allegations made against Plaintiff were used to justify enforcement,
15 monitoring, or visits to Plaintiff's home.
16 7. Admit communications about Plaintiff were shared with individuals who were
17 not employees, board members, or attorneys for the HOA or management
18 company.

19 **II. ADMISSIONS REGARDING REPORTS TO GOVERNMENT**
20 **AGENCIES & LAW ENFORCEMENT**

- 21 8. Admit you or your attorney made at least one report, complaint, statement,
22 allegation, or referral concerning Plaintiff to a government agency.
23 9. Admit at least one such report concerned allegations of fraud, misconduct, safety
24 issues, or wrongdoing.
25 10. Admit you cannot produce documentation that supported at least one such report.
26 11. Admit no written notice was provided to Plaintiff regarding such reports.
27 12. Admit at least one report was made in response to Plaintiff asserting her rights,
28 making complaints, or requesting records (A.R.S. § 33-1805).
13. Admit at least one government-related report concerning Plaintiff was initiated,
drafted, or encouraged by association counsel.

1 **III. ADMISSIONS REGARDING VISITS, MONITORING, AND**
2 **SURVEILLANCE OF PLAINTIFF**

3
4 14. Admit that at least one Defendant, agent, manager, board member, or vendor
5 visited or entered onto Plaintiff's property or the area immediately outside her
6 property.

7 15. Admit at least one visit occurred without Plaintiff's written consent.

8 16. Admit you did not provide Plaintiff with written notice prior to at least one visit.

9 17. Admit at least one visit was retaliatory, enforcement-related, or complaint-
10 triggered.

11 18. Admit you have no documentation justifying at least one visit to Plaintiff's home.

12 19. Admit at least one visit occurred because of discussions with association counsel.

13 **IV. ADMISSIONS REGARDING ONLINE RETALIATION &**
14 **HARASSMENT**

15 20. Admit you discussed Plaintiff Sandra Rodriguez with third parties on social media
16 or online platforms.

17 21. Admit that one or more of the individuals listed below made online comments or
18 posts about Plaintiff after communicating with Defendants or being influenced by
19 Defendants:

20 a. Anna Schultz

21 b. Matthew Schultz

22 c. Pauline Bracken

23 d. Sadie Wurst

24 e. Brittany Schultz

25 f. Jennifer Munn

26 g. Codan Bidwell
27
28

1 h. Hailey Brigman

2 i. any additional third parties you communicated with

3
4 22. Admit such online comments were negative, retaliatory, or intended to discredit
5 Plaintiff.

6 23. Admit Defendants did not take any steps to correct, retract, or mitigate these online
7 statements.

8 **V. ADMISSIONS REGARDING MISUSE OF HOA FUNDS**
9 **(ATTORNEY FEES / HOA RESOURCES)**

10 24. Admit HOA funds were used to pay attorney fees related to Plaintiff.

11 25. Admit HOA funds were used to investigate, monitor, or respond to Plaintiff's
12 complaints.

13 26. Admit no vote of the membership approved using HOA funds for legal action
14 related to Plaintiff.

15 27. Admit at least some attorney fees billed were unrelated to CC&R enforcement and
16 instead related to retaliation, litigation strategy, or communications about Plaintiff.

17 28. Admit you cannot produce written board approval authorizing all attorney
18 expenditures involving Plaintiff.

19 29. Admit no written notice was provided to homeowners regarding attorney fees
20 charged to the Association in connection with Plaintiff.

21 30. Admit HOA funds were used to pay for services that benefited individual
22 Defendants or management staff rather than the membership as a whole.

23 **VI. ADMISSIONS REGARDING FAILURE TO FOLLOW CC&Rs &**
24 **STATUTORY DUTIES**

25 31. Admit you failed to respond to at least one of Plaintiff's architectural (ARC/ACC)
26 requests within the timeframe required by the CC&Rs.

27 32. Admit other homeowners received faster ARC/ACC decisions than Plaintiff.

28 33. Admit Plaintiff was treated differently than other similarly situated homeowners.

1 34. Admit you failed to maintain complete and accurate Association records as
2 required under A.R.S. § 33-1805.

3 35. Admit you withheld at least one record responsive to Plaintiff's statutory records
4 request.

5 **VII. ADMISSIONS REGARDING SELECTIVE ENFORCEMENT &**
6 **DISCRIMINATORY TREATMENT**

7
8 36. Admit enforcement actions were stricter against Plaintiff than against other
9 homeowners.

10 37. Admit you pursued enforcement against Plaintiff for conduct other homeowners
11 routinely engaged in without consequence.

12 38. Admit Plaintiff was subject to retaliation after submitting complaints or asserting
13 her legal rights.

14 39. Admit at least one enforcement action against Plaintiff lacked factual basis or
15 supporting documentation.

16 40. Admit you did not treat Plaintiff fairly, equally, or consistently with how other
17 homeowners were treated.

18 **VIII. ADMISSIONS ABOUT ATTORNEY INVOLVEMENT &**
19 **ABUSE OF PROCESS**

20 41. Admit that you did not maintain the Gardens Gilbert Community Association to
21 the *'highest standards'* required under the CC&Rs.

22 42. Admit that your actions toward Plaintiff did not meet the standards of fairness,
23 consistency, and non-discrimination required under the CC&Rs.

24 43. Admit association counsel directed, prompted, or encouraged at least one action
25 taken against Plaintiff.

26 44. Admit you followed attorney recommendations that resulted in harm, retaliation,
27 or discriminatory treatment toward Plaintiff.

28 45. Admit at least one action taken against Plaintiff was not required under the CC&Rs
or Arizona law.

46. Admit attorney involvement was used to intimidate, coerce, or pressure Plaintiff.

1 47. Admit the attorney's involvement contributed to escalating the dispute rather than
2 resolving it.

3 48. Admit at least one action taken by counsel or Defendants constitutes abuse of
4 process or improper use of legal procedures.

5
6
7 Respectfully submitted this 1st day of December 2025.

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9 Sandra Rodriguez
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1 **XI. CERTIFICATE OF SERVICE**

2 I served copies of this **DEFENDANT'S REQUESTS FOR ADMISSIONS** for on
3 all parties of record via U.S. Mail and Email
4

5 **OPPOSING PARTY INFORMATION**

6 **DEFENDANTS:**

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

13 **DEFENDANT'S LEGAL COUNSEL:**

- 14 • **Name:** Augustus H. Shaw IV
15 • **Firm:** Shaw & Lines, LLC
16 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286
17

18 Respectfully submitted this 1st day of December 2025..
19
20

21 Sandra Rodriguez
22
23
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25
26
27
28

EXHIBIT 9



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Initial Rule 26.1 Disclosure

1 message

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
To: Augustus Shaw <ashaw@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Mon, Dec 1, 2025 at 5:04 PM

Good Evening, Mr. Shaw,

Please find attached Plaintiff's Initial Rule 26.1 Disclosure. A hard copy has also been sent to your office via Priority U.S. Mail.

In addition, the following discovery materials are enclosed and require complete responses within 30 days from today from the former and current GGCA Board Members, Focus HOA Management, along with Anna Schultz, Harmin Cadis, and Brooke Sortor in accordance with the Arizona Rules of Civil Procedure:

A. Former GGCA Board Members with Knowledge

- Anna Schultz – Former GGCA Board President
- Sara Herrera
- Kristene Celaya
- Fiona (last name unknown – attended the May 20, 2025 Board Meeting)
- Jennifer Watkins

B. Current GGCA Board Members with Knowledge

- Anna Foss
- Josh Dick
- Corey Krebs
- Coyan Bidwell (current and former Board Member)

1. Defendant's Requests for Admissions

2. Defendant's First Set of Requests for Production of Documents

3. Defendant's Uniform and Non-Uniform Interrogatories

Please confirm receipt.

Sincerely,

Sandra Rodriguez

6 attachments



DEFENDANT'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS 12.01.25.pdf
316K



00. Initial 26.1 Disclosure 12.01.25.pdf
485K

 **DEFENDANT'S REQUESTS FOR ADMISSIONS 12.01.25.pdf**
242K

 **Defendant's Uniform & Non Uniform Interrogatories (Brooke Sortor) 12.01.25.pdf**
265K

 **Defendant's Uniform & Non Uniform Interrogatories (GGCA Board) 12.01.25.pdf**
287K

 **Defendant Uniform & Non Uniform Interrogatories (Harmin Cadis) 12.01.25.pdf**
293K

EXHIBIT 10

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.

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

18 AUGUSTUS H. SHAW IV
19 **Defendant's Legal Counsel,**

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

DEFENDANT'S SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

20 **Pursuant to Rules 26.1 and 34 of the Arizona Rules of Civil Procedure, Plaintiff**
21 Sandra Rodriguez requests that Defendants produce the following documents *within 30 days* of
22 service no later than January 21, 2025. These requests are continuing in nature and must be
23 supplemented under Rule 26.1(f).

24 **I. REQUESTS FOR PRODUCTION**

25 Sandra Rodriguez (*"Plaintiff"*), appearing self-represented, hereby serves this Second
26 Request for Production of Documents on Defendants Gardens Gilbert Community Association,
27 Focus HOA Management, LLC, Shaw & Associates / Shaw & Lines, LLC, and all current and
28 former Board members, officers, agents, employees, attorneys, and co-conspirators identified in

1 Plaintiff's Initial Rule 26.1 Disclosure, as well as any additional persons or entities known or
2 reasonably known to Defendants to possess responsive documents, including but not limited to
3 Jennifer Munn, Brittany Schultz, Matthew Schultz, and all former and current GGCA Board
4 members.

5 This Second Request is narrowly tailored to seek additional, non-duplicative evidence
6 necessary to further substantiate Plaintiff's disclosed claims, including retaliation, selective
7 enforcement, election interference, obstruction of records, abuse of process, attorney
8 misconduct, perjury, financial misrepresentation, and due-process violations, as detailed in
9 Plaintiff's Initial Rule 26.1 Disclosure and supporting exhibits.

10 **II. DEFINITIONS & INSTRUCTIONS (SUPPLEMENTAL)**

- 11 1. This Second Request does not seek documents already requested in Plaintiff's First
12 Request for Production.
- 13 2. The requests below are directed to intent, coordination, internal deliberations, drafts,
14 metadata, and credibility-related materials not previously demanded.
- 15 3. "*Document(s)*" and "*Communications*" include all electronically stored information
16 (ESI), emails, texts, attachments, drafts, internal notes, databases, metadata, and system
17 logs not previously produced.
- 18 4. Any withholding must be accompanied by a privilege log compliant with Rule 26.1(g)
19 identifying the author(s), recipient(s), date, subject matter, and basis for the claimed
20 privilege.

21 **III. SUPPLEMENTAL REQUESTS FOR PRODUCTION**

22 *(Non-Duplicative / Second-Phase Discovery)*

23 **A. ATTORNEY-CLIENT COORDINATION & LITIGATION STRATEGY (NON- 24 PRIVILEGED)**

- 25 1. All non-privileged communications between Augustus H. Shaw IV (and staff) and
26 any Defendant that contain factual assertions later repeated in:
27
 - 28 o sworn declarations or affidavits;
 - o police or agency reports;

- 1 o court filings;
- 2 o cease-and-desist letters; or
- 3 o communications to third parties concerning Plaintiff.
- 4 2. All drafts, revisions, redlines, or internal comments to affidavits or declarations filed
- 5 by:
- 6 o Brittany Schultz;
- 7 o Jennifer Munn; or
- 8 o any and all former and current GGCA Board member (years 2022-2026)
- 9 where such drafts differ from the final filed versions.
- 10 3. Documents identifying who supplied or approved the factual content for sworn
- 11 statements later alleged to be false, misleading, or incomplete.

12 **B. FALSE REPORTING & THIRD-PARTY CONTACTS (INTENT &**

13 **COORDINATION)**

- 14 4. All internal communications and preparatory materials preceding any report, referral,
- 15 or call made regarding Plaintiff to:
- 16 o City of Mesa Police;
- 17 o Town of Gilbert Police;
- 18 o Animal Control;
- 19 o Code Enforcement;
- 20 o DES OIG; or
- 21 o any other third-party agency.
- 22 5. Documents reflecting decision-making authority for contacting law enforcement or
- 23 agencies, including:
- 24 o who authorized the contact;
- 25 o the stated purpose; and
- 26 o alternative actions discussed and rejected.
- 27 6. All post-incident communications evaluating, justifying, or strategizing about the
- 28 impact of third-party reports on Plaintiff or the litigation.

1 **C. RECORDS OBSTRUCTION & RETALIATORY POLICIES**

- 2
- 3 7. Documents showing internal deliberations, drafts, or approvals for:
- 4 ○ mail-only communication restrictions imposed on Plaintiff;
 - 5 ○ denial or limitation of portal or records access;
 - 6 ○ refusal to provide architectural forms, election records, or financial information.
- 7 8. Communications comparing Plaintiff's access restrictions to other homeowners, including any acknowledgment that such restrictions were unique or punitive.
- 8
- 9 9. Metadata and system logs reflecting when records were created, modified, uploaded, delayed, withheld, backdated and by whom after Plaintiff requested access.
- 10

11 **D. ELECTION INTERFERENCE & GOVERNANCE CONTROL**

- 12
- 13 10. Internal communications not previously requested discussing:
- 14 ○ discouraging homeowner participation;
 - 15 ○ managing quorum outcomes;
 - 16 ○ limiting candidates;
 - 17 ○ handling Plaintiff's nomination, ballot access, or absentee voting.
- 18 11. Drafts or internal versions of election notices, ballots, vote tallies, or mailing lists prior to final dissemination.
- 19 12. Communications reflecting concern or strategy regarding Plaintiff gaining access to Board information or governance authority.
- 20

21 **E. SELECTIVE ENFORCEMENT & COMPARATIVE TREATMENT**

- 22
- 23 13. Internal analyses, summaries, spreadsheets, or comparisons evaluating:
- 24 ○ enforcement consistency;
 - 25 ○ violation histories; or
 - 26 ○ responses to Plaintiff versus other homeowners.
- 27 14. Documents reflecting decisions not to enforce community standards raised by Plaintiff, including internal reasoning or cost-benefit discussions.
- 28

1
2
3 **F. FINANCIAL MISREPRESENTATION & COURT STATEMENTS**

4 15. Documents used to prepare, verify, or justify representations made to any court
5 concerning:

- 6 o attorney fees;
7 o assessments;
8 o costs; or
9 o Plaintiff's alleged financial obligations.

10 16. Internal communications acknowledging discrepancies between:

- 11 o amounts reported to courts;
12 o amounts charged or threatened against Plaintiff; and
13 o amounts actually paid.

14 **G. THIRD-PARTY VENDORS & SERVICE PROVIDERS (2022–PRESENT)**

15 17. All statements, invoices, contracts, payment records, and communications with
16 landscapers and any other third-party vendors or service providers retained between
17 January 1, 2022 and the present, including but not limited to:

- 18 • landscaping;
19 • pest control;
20 • maintenance;
21 • emergency services; or
22 • consulting vendors.
23 • election-related services or programs (including election administration, ballot
24 processing, or vote-counting services).

25 18. All communications between Defendants and third-party vendors referencing:

- 26 • Plaintiff;
27 • Plaintiff's complaints;
28 • selective enforcement;

- retaliation;
- litigation strategy; or
- cost allocation.

H. SURVEILLANCE, MONITORING, & TARGETING

19. Documents reflecting monitoring or tracking of Plaintiff's:

- meeting participation;
- emails or portal activity;
- social-media posts;
- communications with neighbors.

20. Communications characterizing Plaintiff as a "problem," "risk," "threat," or similar designation, including strategies to limit her participation.

I. ATTORNEY PAYMENTS, BILLING, AND RELATED COMMUNICATIONS

(January 1, 2021 – Present)

21. All billing statements, invoices, payment ledgers, and accounting records reflecting legal fees billed or paid to Shaw & Lines, LLC, Augustus H. Shaw IV, or any other legal counsel, including:

- amounts billed;
- dates of service;
- dates of payment;
- payor identity;
- matter descriptions or billing codes.

22. All proof of payment documents, including:

- check copies;
- ACH or wire confirmations;
- credit card statements;

- reimbursement records;
- internal ledger entries.

23. All contracts, engagement letters, fee agreements, amendments, or scope-of-work documents between Defendants and any legal counsel.

24. All non-privileged communications between:

- Shaw & Lines, LLC (and staff);
- other legal counsel;
- GGCA Board members;
- Focus HOA Management

relating to attorney billing, payment approvals, reimbursement, allocation of fees, or decisions to charge fees to Plaintiff.

25. Documents reflecting Board approval or discussion of attorney-fee expenditures, including meeting minutes, resolutions, email votes, or internal approvals.

26. Documents reflecting categorization or allocation of attorney fees (e.g., *“enforcement,” “administrative,”* or charges assessed against Plaintiff).

27. All communications discussing the strategic purpose, deterrent effect, or retaliatory use of attorney involvement against Plaintiff.

28. All communications with insurers concerning coverage, reimbursement, tender, or denial of attorney fees related to Plaintiff.

29. Documents reflecting billing disputes, write-offs, adjustments, or internal concerns, including discrepancies between amounts billed, paid, reported to the court, or charged to Plaintiff.

J. PRESERVATION, DELETION, & LITIGATION HOLDS


30. All litigation-hold notices issued after Plaintiff requested records or filed complaints.

31. Documents identifying any records or data that were deleted, lost, altered, or destroyed after Defendants were on notice of Plaintiff’s claims.

1 **III. CONTINUING DUTY TO SUPPLEMENT**

2
3 These requests are continuing. Defendants must promptly supplement their responses
4 pursuant to Rule 26.1(b) upon discovery of additional responsive documents.

5
6 Respectfully submitted this 22nd day of December 2025.

7 

8 Sandra Rodriguez
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1 **XI. CERTIFICATE OF SERVICE**

2 I served copies of this **DEFENDANT'S SECOND SET OF REQUESTS FOR**
3 **PRODUCTION OF DOCUMENTS** for on all parties of record via U.S. Mail and Email.
4

5 **OPPOSING PARTY INFORMATION**

6 **DEFENDANTS:**

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

13 **DEFENDANT'S LEGAL COUNSEL:**

- 14 • **Name:** Augustus H. Shaw IV
15 • **Firm:** Shaw & Lines, LLC
16 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286
17

18 Respectfully submitted this 22nd day of December 2025..

19 

20
21 Sandra Rodriguez

EXHIBIT 11

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.

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ

17 **Defendants,**

18
19 AUGUSTUS H. SHAW IV

20 **Defendant's Legal Counsel,**
21

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

DEFENDANT'S FIRST SET OF
UNIFORM AND NON-UNIFORM
INTERROGATORY
*GARDENS GILBERT COMMUNITY
ASSOCIATION*

22
23 **PROPOUNDING PARTY:** Plaintiff Sandra Rodriguez

24 **RESPONDING PARTY:** President of Gardens Gilbert Community Association

25 **SET NUMBER:** One

26 Pursuant to Rule 33, Arizona Rules of Civil Procedure
27

28 Plaintiff Sandra Rodriguez requests that Defendant answer the following interrogatories separately, fully, and under oath within the time required by Rule 33. These discovery requests

1 are propounded pursuant to Rules 26, 33, 34, and 36 of the Arizona Rules of Civil Procedure,
2 and your verified responses must be served within thirty (30) days of receipt. Untimely,
3 incomplete, or evasive responses may subject you to sanctions under Rule 37 and may result in
4 matters being deemed admitted.

5 **I. PLAINTIFF UNIFORM INTERROGATORIES TO DEFENDANT**

6
7 **Interrogatory No. 1: (Rule 33.1(a))**

8 Identify all persons whom you believe have knowledge of any facts relevant to the claims
9 or defenses asserted in this lawsuit, and state the facts each person is believed to know.

10
11 **Interrogatory No. 2: WITNESSES (Rule 33.1(b))**

12 Identify all persons whom you expect to call as witnesses at trial and state the subject matter
13 on which each person is expected to testify.

14
15 **Interrogatory No. 3: DAMAGES (Rule 33.1(c))**

16 State the amount of any damages you claim in this lawsuit and describe the nature of those
17 damages.

18
19 **Interrogatory No. 4: DOCUMENTS & EVIDENCE (Rule 33.1(d))**

20 Identify all documents, electronic information, photographs, recordings, or other tangible
21 evidence that you believe relate to any claim or defense in this lawsuit, including the
22 location of such items and the name of the person having custody or control.

23
24 **Interrogatory No. 5: INSURANCE POLICIES (Rule 33.1(e))**

25 Identify each insurance policy that may cover or indemnify you for the damages claimed in
26 this lawsuit, including the carrier, policy number, limits, and coverage provisions.

1 **Interrogatory No. 6: BASIS FOR DENIALS OF REQUESTS FOR ADMISSION** (Rule
2 33.1(f))

3 For each of Plaintiff's Requests for Admission that you denied, state all facts upon which
4 you base your denial, identify all documents supporting your denial, and identify all
5 witnesses with knowledge of the facts supporting your denial.
6

7 **Interrogatory No. 7: PERSON PREPARING DISCOVERY ANSWERS** (Rule 33.1(g))

8 Identify each person who prepared or assisted in preparing your answers to these
9 interrogatories, including attorneys, staff, Board members, or employees.
10

11 **Interrogatory No. 8: EXPERT WITNESSES (If any)**

12 If you intend to call any expert witness at trial, state the expert's name, subject matter,
13 opinions, facts relied upon, and qualifications.
14

15 **Interrogatory No. 9: APPLICABILITY TO ORGANIZATIONS** (Rule 33.1(i))

16 If you are an organization, identify the officers, directors, managers, employees, agents, or
17 representatives who provided information used in preparing your responses to these
18 interrogatories.
19

20 **Interrogatory No. 10: CONTENTION INTERROGATORIES** (Rule 33.1(j))

21 Identify each of your defenses in this lawsuit and state the factual and legal basis for each
22 defense.
23
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1 **II. NON-UNIFORM INTERROGATORIES**

2
3 **A. PARTIES, ROLES, AND AUTHORITY (Interrogatories 1–4)**

4
5 1. Identify all roles you held within GGCA or Focus HOA Management from January 1,
6 2023 to present, including job titles, powers, enforcement authority, and decision-making
7 responsibilities.

8 2. Identify all persons involved in decisions relating to Plaintiff, including enforcement,
9 communications, records access, architectural decisions, elections, and any restrictions
10 imposed.

11 3. Describe all policies, procedures, or guidelines used when interacting with
12 homeowners regarding records requests, violations, elections, or communications.

13 4. Identify all persons who participated in or discussed actions involving Plaintiff,
14 including Board members, employees, contractors, or the HOA attorney.

15
16 **B. RECORDS ACCESS & OBSTRUCTION (Interrogatories 5–7)**

17 5. Describe the complete process for responding to homeowner records requests under
18 A.R.S. § 33-1805 and explain all reasons Plaintiff's requests were delayed, restricted,
19 denied, or conditioned on additional requirements.

20 6. Identify all documents withheld, redacted, or delayed in response to Plaintiff's requests
21 and state the reason for each.

22 7. Describe all decisions to impose "*mail-only communication restrictions*" on Plaintiff
23 and identify any other homeowner ever subjected to such policy.
24

25 **C. ARCHITECTURAL / ARC / ACC REQUESTS (Interrogatories 8–10)**

26 8. Describe the standard process for submitting and reviewing architectural requests and
27 identify where this process is published. Provide a physical copy.
28

1 9. Explain the handling of all architectural requests submitted by Plaintiff, including
2 timelines, internal communications, and reasons for delay, denial, or non-processing.

3 10. Identify all persons who instructed or participated in delaying, denying, or obstructing
4 Plaintiff's emergency architectural requests.

5
6 **D. ENFORCEMENT, SELECTIVE ENFORCEMENT & RETALIATION**

7 **(Interrogatories 11–14)**

8 11. Describe the HOA's enforcement procedures for community violations and identify
9 any deviations from those procedures taken with respect to Plaintiff.

10 12. Explain all reasons Plaintiff was issued violations, warnings, or enforcement actions,
11 including the decision-makers involved.

12 13. Identify all similarly situated homeowners who engaged in comparable conduct but
13 were not issued violations, restrictions, or enforcement actions.

14 14. Explain whether Plaintiff's reporting of habitability issues or requesting records
15 played any role in enforcement actions taken against her.

16
17 **E. MAINTENANCE, SAFETY, HABITABILITY, AND NEGLIGENCE**

18 **(Interrogatories 15–18)**

19
20 15. Describe GGCA's responsibilities for maintaining common areas, landscaping, pet
21 waste management, and sanitation under the CC&Rs.

22 16. Identify all reports made by Plaintiff regarding sanitation, pets, unleashed dogs,
23 odors, debris, or habitability and explain how each was handled.

24 17. Identify all actions taken to inspect, correct, or remediate these reported issues and
25 explain any delays or refusals.

26
27 18. Describe any knowledge you had of mold, water intrusion, structural conditions, or
28 potential health and safety hazards affecting Plaintiff's home.

1 **F. ELECTIONS, BALLOTS & GOVERNANCE (Interrogatories 19–22)**

2
3 19. Describe election procedures used from 2023–2025, including nomination, ballot
4 collection, absentee ballots, quorum calculations, and vote counting.

5 20. Identify all persons who handled or had access to Plaintiff's absentee ballot and all
6 communications relating to it.

7 21. Explain why Plaintiff did not receive confirmation, results, or election documents she
8 requested.

9
10 22. Describe all discussions relating to Plaintiff's candidacy, participation, or exclusion
11 from HOA elections or governance.

12 **G. DISCRIMINATION & FAIR HOUSING ACT CLAIMS (Interrogatories**
13 **23–26)**

14 23. Describe all complaints or statements made by Plaintiff that relate to protected
15 activity under the Fair Housing Act (race, color, familial status, or protected reporting).

16
17 24. Identify all persons who made remarks, decisions, or recommendations relating to
18 Plaintiff's race, familial status, socioeconomic status, indigent status, or protected
19 activities.

20 25. Explain whether Plaintiff was treated differently from similarly situated homeowners
21 and identify all persons involved.

22 26. Identify any complaints made against Plaintiff that were based on personal animus,
23 bias, retaliation, or discriminatory motive.

24
25 **H. ATTORNEY MISCONDUCT, USE OF COUNSEL, AND ABUSE OF**
26 **PROCESS (Interrogatories 27–30)**

27 27. Identify all communications you or others had with attorney Augustus Shaw
28 regarding Plaintiff, including purpose, participants, and dates.

1 28. Describe all circumstances under which cease-and-desist letters, threats, or legal
2 warnings were drafted or sent to Plaintiff.

3 29. Identify all instances where attorney Shaw advised or directed GGCA or Focus HOA
4 to restrict Plaintiff's rights, including communications policies, architectural decisions,
5 or records access.

6 30. Identify any statements made by any Defendant or counsel to any third-party
7 regarding Plaintiff, and describe why those reports were made.
8

9 **I. FINANCES, MISUSE OF FUNDS & CONFLICTS OF INTEREST**

10 **(Interrogatories 31–35)**

11 31. Identify all HOA funds used for legal services involving Plaintiff and describe the
12 approval process for each expenditure.

13 32. Describe all reimbursements paid to any Board member, employee, contractor, or
14 affiliate from 2023–present.

15 33. Identify any personal, business, or professional relationships between Board
16 members, Focus HOA personnel, contractors, and vendors.

17 34. Describe all steps taken to ensure compliance with A.R.S. § 33-1805(B) regarding
18 financial transparency.
19

20 35. Identify all persons responsible for preparing or approving budgets, financial
21 statements, delinquency reports, reserves, or bank reconciliations.
22

23 **J. OPEN MEETING LAW & GOVERNANCE (Interrogatories 36–38)**

24 36. Describe all HOA meetings held between January 1, 2023 and present, including
25 notice, agenda preparation, and compliance with open-meeting requirements.

26 37. Identify all discussions held in executive session that related to Plaintiff and explain
27 the statutory basis for executive-session confidentiality.
28

1 38. Identify any instance where Plaintiff was prevented from participating in an open
2 meeting or denied access to Board actions.

3 **K. DAMAGES, INJURIES & CAUSATION (Interrogatories 39–40)**
4

5 39. Identify all knowledge you have regarding any harm, distress, health issues, property
6 damage, or financial loss suffered by Plaintiff as a result of Defendants' conduct.

7 40. Identify all persons with knowledge of Plaintiff's damages, injuries, or losses and
8 describe what each person knows.

9
10
11 Respectfully submitted this 1st day of December 2025.

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14 Sandra Rodriguez
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1 **XI. CERTIFICATE OF SERVICE**

2 I served copies of this **DEFENDANT'S FIRST SET OF UNIFORM AND NON-**
3 **UNIFORM INTERROGATORY GARDENS GILBERT COMMUNITY**
4 **ASSOCIATION** for on all parties of record via U.S. Mail and Email.
5

6 **OPPOSING PARTY INFORMATION**

7 **DEFENDANTS:**

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

14 **DEFENDANT'S LEGAL COUNSEL:**

- 15 • **Name:** Augustus H. Shaw IV
16 • **Firm:** Shaw & Lines, LLC
17 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286
18

19 Respectfully submitted this 1st day of December 2025..
20

21
22 Sandra Rodriguez
23
24
25
26
27
28

EXHIBIT 12

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.

13 GARDENS GILBERT COMMUNITY
14 ASSOCIATION, FOCUS HOA
15 MANAGEMENT, LLC, HARMIN CADIS,
16 BROOKE SORTOR, ANNA SCHULTZ

17 **Defendants,**

18
19
20 AUGUSTUS H. SHAW IV

21 **Defendant's Legal Counsel,**
22

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

DEFENDANT'S FIRST SET OF
UNIFORM AND NON-UNIFORM
INTERROGATORY
FOCUS HOA MANAGEMENT, LLC
*VP OF COMMUNITY MANAGEMENT
SERVICES
BROOKE SORTOR*

23 **PROPOUNDING PARTY:** Plaintiff Sandra Rodriguez

24 **RESPONDING PARTY:** Brooke Sortor, Vice President of Management Services,
25 Focus HOA Management, LLC

26 **SET NUMBER:** One

27 Pursuant to Rule 33, Arizona Rules of Civil Procedure
28

1 Plaintiff Sandra Rodriguez requests that Defendant answer the following interrogatories
2 separately, fully, and under oath within the time required by Rule 33. These discovery requests
3 are propounded pursuant to Rules 26, 33, 34, and 36 of the Arizona Rules of Civil Procedure,
4 and your verified responses must be served within thirty (30) days of receipt. Untimely,
5 incomplete, or evasive responses may subject you to sanctions under Rule 37 and may result in
6 matters being deemed admitted.

7 **I. PLAINTIFF UNIFORM INTERROGATORIES TO**
8 **DEFENDANT**

9
10 **Interrogatory No. 1: (Rule 33.1(a))**

11 Identify all persons whom you believe have knowledge of any facts relevant to the
12 claims or defenses asserted in this lawsuit, and state the facts each person is
13 believed to know.

14
15 **Interrogatory No. 2: WITNESSES (Rule 33.1(b))**

16 Identify all persons whom you expect to call as witnesses at trial and state the subject
17 matter on which each person is expected to testify.

18
19 **Interrogatory No. 3: DAMAGES (Rule 33.1(c))**

20 State the amount of any damages you claim in this lawsuit and describe the nature
21 of those damages.

22
23 **Interrogatory No. 4: DOCUMENTS & EVIDENCE (Rule 33.1(d))**

24 Identify all documents, electronic information, photographs, recordings, or other
25 tangible evidence that you believe relate to any claim or defense in this lawsuit,
26 including the location of such items and the name of the person having custody or
27 control.
28

1
2
3 **Interrogatory No. 5: INSURANCE POLICIES (Rule 33.1(e))**

4 Identify each insurance policy that may cover or indemnify you for the damages
5 claimed in this lawsuit, including the carrier, policy number, limits, and coverage
6 provisions.

7
8 **Interrogatory No. 6: BASIS FOR DENIALS OF REQUESTS FOR**
9 **ADMISSION (Rule 33.1(f))**

10 For each of Plaintiff's Requests for Admission that you denied, state all facts upon
11 which you base your denial, identify all documents supporting your denial, and
12 identify all witnesses with knowledge of the facts supporting your denial.

13
14 **Interrogatory No. 7: PERSON PREPARING DISCOVERY ANSWERS (Rule**
15 **33.1(g))**

16 Identify each person who prepared or assisted in preparing your answers to these
17 interrogatories, including attorneys, staff, Board members, or employees.

18
19 **Interrogatory No. 8: EXPERT WITNESSES (If any)**

20 If you intend to call any expert witness at trial, state the expert's name, subject
21 matter, opinions, facts relied upon, and qualifications.

22
23 **Interrogatory No. 9: APPLICABILITY TO ORGANIZATIONS (Rule 33.1(i))**

24 If you are an organization, identify the officers, directors, managers, employees,
25 agents, or representatives who provided information used in preparing your
26 responses to these interrogatories.
27
28

1 **Interrogatory No. 10: CONTENTION INTERROGATORIES (Rule 33.1(j))**

2
3 Identify each of your defenses in this lawsuit and state the factual and legal basis
4 for each defense.

5 **II. NON-UNIFORM INTERROGATORIES**

6
7 **A. PARTIES, ROLES, AND AUTHORITY (Interrogatories 1–4)**

- 8
9 1. Identify all roles you held within GGCA or Focus HOA Management from
10 January 1, 2023 to present, including job titles, powers, enforcement authority,
11 and decision-making responsibilities.
- 12 2. Identify all persons involved in decisions relating to Plaintiff, including
13 enforcement, communications, records access, architectural decisions, elections,
14 and any restrictions imposed.
- 15 3. Describe all policies, procedures, or guidelines used when interacting with
16 homeowners regarding records requests, violations, elections, or
17 communications.
- 18
19 4. Identify all persons who participated in or discussed actions involving Plaintiff,
20 including Board members, employees, contractors, or the HOA attorney.

21 **B. RECORDS ACCESS & OBSTRUCTION (Interrogatories 5–7)**

- 22
23 5. Describe the complete process for responding to homeowner records requests
24 under A.R.S. § 33-1805 and explain all reasons Plaintiff's requests were delayed,
25 restricted, denied, or conditioned on additional requirements.
- 26
27 6. Identify all documents withheld, redacted, or delayed in response to Plaintiff's
28 requests and state the reason for each.

1 7. Describe all decisions to impose “*mail-only communication restrictions*” on
2 Plaintiff and identify any other homeowner ever subjected to such policy.

3
4 **C. ARCHITECTURAL / ARC / ACC REQUESTS (Interrogatories 8–10)**

5 8. Describe the standard process for submitting and reviewing architectural requests
6 and identify where this process is published. Provide a physical copy.

7
8 9. Explain the handling of all architectural requests submitted by Plaintiff, including
9 timelines, internal communications, and reasons for delay, denial, or non-
10 processing.

11 10. Identify all persons who instructed or participated in delaying, denying, or
12 obstructing Plaintiff’s emergency architectural requests.

13
14 **D. ENFORCEMENT, SELECTIVE ENFORCEMENT & RETALIATION**
15 **(Interrogatories 11–14)**

16 11. Describe the HOA’s enforcement procedures for community violations and
17 identify any deviations from those procedures taken with respect to Plaintiff.

18
19 12. Explain all reasons Plaintiff was issued violations, warnings, or enforcement
20 actions, including the decision-makers involved.

21 13. Identify all similarly situated homeowners who engaged in comparable conduct
22 but were not issued violations, restrictions, or enforcement actions.

23
24 14. Explain whether Plaintiff’s reporting of habitability issues or requesting records
25 played any role in enforcement actions taken against her.

1 **E. MAINTENANCE, SAFETY, HABITABILITY, AND NEGLIGENCE**
2 **(Interrogatories 15–18)**

3
4 15. Describe GGCA’s responsibilities for maintaining common areas, landscaping,
5 pet waste management, and sanitation under the CC&Rs.

6 16. Identify all reports made by Plaintiff regarding sanitation, pets, unleashed dogs,
7 odors, debris, or habitability and explain how each was handled.

8
9 17. Identify all actions taken to inspect, correct, or remediate these reported issues
10 and explain any delays or refusals.

11 18. Describe any knowledge you had of mold, water intrusion, structural conditions,
12 or potential health and safety hazards affecting Plaintiff’s home.

13
14 **F. ELECTIONS, BALLOTS & GOVERNANCE (Interrogatories 19–22)**

15 19. Describe election procedures used from 2023–2025, including nomination,
16 ballot collection, absentee ballots, quorum calculations, and vote counting.

17
18 20. Identify all persons who handled or had access to Plaintiff’s absentee ballot and
19 all communications relating to it.

20 21. Explain why Plaintiff did not receive confirmation, results, or election
21 documents she requested.

22
23 22. Describe all discussions relating to Plaintiff’s candidacy, participation, or
24 exclusion from HOA elections or governance.

1 **G. DISCRIMINATION & FAIR HOUSING ACT CLAIMS (Interrogatories**
2 **23–26)**

3
4 23. Describe all complaints or statements made by Plaintiff that relate to protected
5 activity under the Fair Housing Act (race, color, familial status, or protected
6 reporting).

7 24. Identify all persons who made remarks, decisions, or recommendations relating
8 to Plaintiff's race, familial status, socioeconomic status, indigent status, or
9 protected activities.

10
11 25. Explain whether Plaintiff was treated differently from similarly situated
12 homeowners and identify all persons involved.

13 26. Identify any complaints made against Plaintiff that were based on personal
14 animus, bias, retaliation, or discriminatory motive.

15
16 **H. ATTORNEY MISCONDUCT, USE OF COUNSEL, AND ABUSE OF**
17 **PROCESS (Interrogatories 27–30)**

18 27. Identify all communications you or others had with attorney Augustus Shaw
19 regarding Plaintiff, including purpose, participants, and dates.

20
21 28. Describe all circumstances under which cease-and-desist letters, threats, or legal
22 warnings were drafted or sent to Plaintiff.

23 29. Identify all instances where attorney Shaw advised or directed GGCA or Focus
24 HOA to restrict Plaintiff's rights, including communications policies,
25 architectural decisions, or records access.

26
27 30. Identify any statements made by any Defendant or counsel to any third-party
28 regarding Plaintiff, and describe why those reports were made.

1 **I. FINANCES, MISUSE OF FUNDS & CONFLICTS OF INTEREST**
2 **(Interrogatories 31–35)**

3
4 **31. Identify all HOA funds used for legal services involving Plaintiff and describe**
5 **the approval process for each expenditure.**

6 **32. Describe all reimbursements paid to any Board member, employee, contractor,**
7 **or affiliate from 2023–present.**

8
9 **33. Identify any personal, business, or professional relationships between Board**
10 **members, Focus HOA personnel, contractors, and vendors.**

11 **34. Describe all steps taken to ensure compliance with A.R.S. § 33-1805(B)**
12 **regarding financial transparency.**

13
14 **35. Identify all persons responsible for preparing or approving budgets, financial**
15 **statements, delinquency reports, reserves, or bank reconciliations.**

16 **J. OPEN MEETING LAW & GOVERNANCE (Interrogatories 36–38)**

17
18 **36. Describe all HOA meetings held between January 1, 2023 and present, including**
19 **notice, agenda preparation, and compliance with open-meeting requirements.**

20 **37. Identify all discussions held in executive session that related to Plaintiff and**
21 **explain the statutory basis for executive-session confidentiality.**

22
23 **38. Identify any instance where Plaintiff was prevented from participating in an**
24 **open meeting or denied access to Board actions.**

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K. DAMAGES, INJURIES & CAUSATION (Interrogatories 39–40)

39. Identify all knowledge you have regarding any harm, distress, health issues, property damage, or financial loss suffered by Plaintiff as a result of Defendants' conduct.

40. Identify all persons with knowledge of Plaintiff's damages, injuries, or losses and describe what each person knows.

Respectfully submitted this 1st day of December 2025.

Sandra Rodriguez

1 **XI. CERTIFICATE OF SERVICE**

2
3 I served copies of this *Defendant's First Set of Uniform and Non-Uniform*
4 *Interrogatory Focus HOA Management, LLC VP of Community Management Services*
5 *Brooke Sortor* for on all parties of record via U.S. Mail and Email.

6 **OPPOSING PARTY INFORMATION**

7 **DEFENDANTS:**

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

14 **DEFENDANT'S LEGAL COUNSEL:**

- 15 • **Name:** Augustus H. Shaw IV
16 • **Firm:** Shaw & Lines, LLC
17 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286

18
19 Respectfully submitted this 1st day of December 2025..

20
21
22 Sandra Rodriguez
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EXHIBIT 13

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.

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

18
19 AUGUSTUS H. SHAW IV
20 **Defendant's Legal Counsel,**

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

DEFENDANT'S FIRST SET OF
UNIFORM AND
NON UNIFORM INTERROGATORY
FOCUS HOA MANAGEMENT, LLC
PRESIDENT AND OWNER
HARMIN CADIS

21
22 **PROPOUNDING PARTY:** Plaintiff Sandra Rodriguez

23 **RESPONDING PARTY:** Harmin Cadis, President and Owner of Focus HOA
24 Management, LLC

25 **SET NUMBER:** One

26 Pursuant to Rule 33, Arizona Rules of Civil Procedure

27 Plaintiff Sandra Rodriguez requests that Defendant answer the following interrogatories
28 separately, fully, and under oath within the time required by Rule 33. These discovery requests

1 are propounded pursuant to Rules 26, 33, 34, and 36 of the Arizona Rules of Civil Procedure,
2 and your verified responses must be served within thirty (30) days of receipt. Untimely,
3 incomplete, or evasive responses may subject you to sanctions under Rule 37 and may result in
4 matters being deemed admitted.

5 **I. UNIFORM INTERROGATORIES**

6
7 **Interrogatory No. 1: (Rule 33.1(a))**

8 Identify all persons whom you believe have knowledge of any facts relevant to the claims
9 or defenses asserted in this lawsuit, and state the facts each person is believed to know.

10
11 **Interrogatory No. 2: WITNESSES (Rule 33.1(b))**

12 Identify all persons whom you expect to call as witnesses at trial and state the subject matter
13 on which each person is expected to testify.

14
15 **Interrogatory No. 3: DAMAGES (Rule 33.1(c))**

16 State the amount of any damages you claim in this lawsuit and describe the nature of those
17 damages.

18
19 **Interrogatory No. 4: DOCUMENTS & EVIDENCE (Rule 33.1(d))**

20 Identify all documents, electronic information, photographs, recordings, or other tangible
21 evidence that you believe relate to any claim or defense in this lawsuit, including the
22 location of such items and the name of the person having custody or control.

23
24 **Interrogatory No. 5: INSURANCE POLICIES (Rule 33.1(e))**

25 Identify each insurance policy that may cover or indemnify you for the damages claimed in
26 this lawsuit, including the carrier, policy number, limits, and coverage provisions.

1 **Interrogatory No. 6: BASIS FOR DENIALS OF REQUESTS FOR ADMISSION**
2 **(Rule 33.1(f))**

3 For each of Plaintiff's Requests for Admission that you denied, state all facts upon which
4 you base your denial, identify all documents supporting your denial, and identify all
5 witnesses with knowledge of the facts supporting your denial.
6

7 **Interrogatory No. 7: PERSON PREPARING DISCOVERY ANSWERS (Rule 33.1(g))**

8 Identify each person who prepared or assisted in preparing your answers to these
9 interrogatories, including attorneys, staff, Board members, or employees.
10

11 **Interrogatory No. 8: EXPERT WITNESSES**

12 If you intend to call any expert witness at trial, state the expert's name, subject matter,
13 opinions, facts relied upon, and qualifications.
14

15 **Interrogatory No. 9: APPLICABILITY TO ORGANIZATIONS (Rule 33.1(i))**

16 If you are an organization, identify the officers, directors, managers, employees, agents, or
17 representatives who provided information used in preparing your responses to these
18 interrogatories.
19

20 **Interrogatory No. 10: CONTENTION INTERROGATORIES (Rule 33.1(j))**

21 Identify each of your defenses in this lawsuit and state the factual and legal basis for each
22 defense.
23

24 **II. NON-UNIFORM INTERROGATORIES**

25 **A. ROLE, AUTHORITY, AND MANAGEMENT POWERS**
26
27
28

1 **Interrogatory 11**

2 State all positions you have held at Focus HOA Management, LLC from January 1, 2023
3 to present, including job titles, duties, enforcement authority, and supervisory
4 responsibilities.
5

6 **Interrogatory 12**

7 Identify all persons who reported to you or worked under your authority with respect to
8 the Gardens Gilbert Community Association (“GGCA”), including their job duties.
9

10 **Interrogatory 13**

11 Describe all legal, contractual, or delegated authority you exercised over GGCA decision-
12 making, enforcement, records, elections, communications, or architectural matters.
13

14 **B. RECORDS ACCESS & OBSTRUCTION**

15 **Interrogatory 14**

16 Identify all communications—emails, texts, calls, notes, meetings, or messages—in which
17 you discussed *Plaintiff Sandra Rodriguez*.
18

19 **Interrogatory 15**

20 Identify all complaints, concerns, allegations, or reports you received or discussed
21 concerning Plaintiff and state what you did in response.
22

23 **Interrogatory 16**

24 State all accusations of misconduct, fraud, harassment, or wrongdoing made about
25 Plaintiff that you reviewed or participated in.
26

27 **C. RECORDS OBSTRUCTION & COMMUNICATION RESTRICTIONS**

28 **Interrogatory 17**

1 Describe how you handled Plaintiff's records requests under A.R.S. § 33-1805, including
2 all delays, denials, restrictions, or conditions imposed.

3 **Interrogatory 18**

4
5 Identify all individuals who participated in decisions to withhold, delay, or restrict
6 Plaintiff's records requests.

7 **Interrogatory 19**

8
9 Explain the origin, purpose, and approval of the "*mail-only communication restriction*"
10 imposed on Plaintiff, and identify any other homeowner ever subjected to this policy.

11
12
13 **D. ARCHITECTURAL / ARC / EMERGENCY REQUESTS**

14 **Interrogatory 20**

15
16 Describe the standard ARC/ACC process used by GGCA for all homeowners and identify
17 where the process is published.

18 **Interrogatory 21**

19
20 Describe the handling of Plaintiff's architectural submissions—including her window,
21 roof, and emergency requests—identifying all delays, denials, and internal
22 discussions.

23 **Interrogatory 22**

24 Identify all persons who instructed, recommended, or participated in delaying or denying
25 Plaintiff's architectural requests.
26
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28

1 **E. ENFORCEMENT, RETALIATION, AND SELECTIVE ENFORCEMENT**

2 **Interrogatory 23**

3 Identify all enforcement actions involving Plaintiff and state the factual basis for each.

4 **Interrogatory 24**

5 Identify all similarly situated homeowners who committed similar conduct but did not
6 receive violations or restrictions.

7 **Interrogatory 25**

8 State whether Plaintiff's reporting of sanitation issues, habitability issues, or records
9 requests was discussed in relation to enforcement actions against her.

10 **F. MAINTENANCE, SAFETY, HEALTH, AND HABITABILITY**

11 **Interrogatory 26**

12 Identify all complaints Plaintiff made about sanitation, unleashed dogs, feces, odors,
13 debris, or habitability and state how each was addressed.

14 **Interrogatory 27**

15 Identify all actions you authorized to investigate or remediate sanitation and dog-related
16 hazards.

17 **Interrogatory 28**

18 State your knowledge of mold, water intrusion, structural issues, or health hazards
19 affecting Plaintiff's home.

20 **G. ELECTIONS, BALLOTS, AND GOVERNANCE**

21 **Interrogatory 29**

22 Describe the HOA election process used from 2023–2025, including nominations, ballots,
23 absentee ballots, quorum, and vote counting.

1 **Interrogatory 30**

2 Identify all persons who handled or had access to Plaintiff's absentee ballot and describe
3 all communications relating to it.
4

5 **Interrogatory 31**

6 Explain why Plaintiff was denied election records, results, or ballot confirmations.
7
8

9 **H. DISCRIMINATION & FAIR HOUSING RETALIATION**

10
11 **Interrogatory 32**

12 Describe all protected activities Plaintiff engaged in (records requests, complaints,
13 reporting violations, etc.) known to you.
14

15 **Interrogatory 33**

16 Identify all persons who discussed Plaintiff's race, color, familial status, indigent status,
17 or protected activities.
18

19 **Interrogatory 34**

20 State whether Plaintiff was treated differently than similarly situated homeowners and
21 identify all persons involved.
22

23
24 **I. ATTORNEY MISCONDUCT, ABUSE OF PROCESS, AND SHAW'S**
25 **INVOLVEMENT**

26 **Interrogatory 35**

27 Identify all communications you had with attorney Augustus Shaw concerning Plaintiff,
28 including purpose and date.

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Interrogatory 36

Describe all instances where attorney Shaw advised, instructed, or directed you to restrict, deny, or obstruct Plaintiff's rights.

Interrogatory 37

Identify all statements made by you, any Defendant, or attorney Shaw to any third party—*including Mesa PD, Town of Gilbert, Animal Control, Code Enforcement, DES, or others*—about Plaintiff.

J. FINANCIAL ISSUES, MISUSE OF FUNDS, AND CONFLICTS OF INTEREST

Interrogatory 38

Identify all HOA funds used for attorney fees relating to Plaintiff and describe the approval process for each amount.

Interrogatory 39

Identify all reimbursements, payments, or financial benefits you have received relating to GGCA business.

Interrogatory 40

Identify all personal, professional, social, or financial relationships you have with Board members, Focus HOA employees, vendors, contractors, or individuals involved in actions concerning Plaintiff.

1 **K. OPEN MEETING LAW, GOVERNANCE FAILURES, AND EXECUTIVE**
2 **SESSIONS**

3 **Interrogatory 41**

4
5 Identify all Board meetings held from January 1, 2023 to present and describe how notice
6 was provided.

7 **Interrogatory 42**

8
9 Identify all executive-session discussions concerning Plaintiff and state the statutory basis
10 for each.

11 **Interrogatory 43**

12
13 Identify any instance where Plaintiff was denied access to meetings, governance
14 information, or participation.

15
16 **L. DAMAGES, INJURIES, AND CAUSATION**

17
18 **Interrogatory 44**

19
20 Identify all knowledge you have regarding any harm, distress, financial loss, health impacts,
21 or property damage suffered by Plaintiff.

22 **Interrogatory 45**

23
24 Identify all persons with knowledge of Plaintiff's injuries, damages, or losses and describe
25 what each person knows.

26 **M. LAWSUITS, PRIOR INCIDENTS, AND MANAGEMENT HISTORY**

27 **Interrogatory 46**
28

1 Identify all lawsuits, investigations, or disputes involving you or Focus HOA arising from
2 interactions with homeowners, including any case that began with your direct
3 interactions.

4 **Interrogatory 47**

5 Identify any additional facts, documents, communications, or witnesses relating to
6 Plaintiff's claims or your defenses not already disclosed.
7

8
9 Respectfully submitted this 1st day of December 2025.
10

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12 Sandra Rodriguez
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1 **XI. CERTIFICATE OF SERVICE**

2
3 I served copies of this *Defendant's First Set of Uniform and Non-Uniform*
4 *Interrogatory Focus HOA Management, LLC President and Owner Harmin Cadis* for
5 on all parties of record via U.S. Mail and Email.

6 **OPPOSING PARTY INFORMATION**

7 **DEFENDANTS:**

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

14 **DEFENDANT'S LEGAL COUNSEL:**

- 15 • **Name:** Augustus H. Shaw IV
16 • **Firm:** Shaw & Lines, LLC
17 • **Address:** 1490 S. Price Road, Suite 318 Chandler, Arizona 85286

18
19 Respectfully submitted this 1st day of December 2025..

20
21
22 Sandra Rodriguez
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24
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27
28

EXHIBIT 14

1 **SHAW & LINES, LLC**
2 1490 South Price Road, Suite 318
3 Chandler, AZ 85286
4 Phone (480) 456-1500
5 ashaw@shawlines.com

6 Augustus H. Shaw IV, SBN 021593
7 Dominick D. Detente, SBN 040350
8 Attorneys for Defendants

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

11 **SANDRA RODRIGUEZ,**
12 Plaintiff,

13 vs.

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

21 Defendants.

 No. CV2024-005940

DEFENDANT’S SECOND
 SUPPLEMENTAL DISCLOSURE
 STATEMENT TO AMENDED
 COMPLAINT

Assigned to the Hon. David McDowell

22 Defendants Gardens/Gilbert Community Association (hereafter, the
23 “Association”), Focus HOA Management, LLC, (hereafter, “Focus”), Harman Cadis,
24 Brooke Sortor, and Anna Schultz (collectively hereafter, the “Defendants”) hereby submit
25 this **Second Supplemental** Disclosure Statement to Amended Complaint in compliance
26 with Rule 26.1, Ariz. R. Civ. P. This Disclosure Statement and its contents represent the
27 product of investigation to date. Further investigation and discovery may bring to light
28 additional information that may have a bearing on the Defendants’ theories and claims for
 recovery and Defendants reserve the right to supplement their Disclosure Statement

1 accordingly. **Supplemental and/or amended information is emphasized in bold and**
2 ***italicized.***

3
4 Sandra Rodriguez (hereafter, the “Plaintiff”) filed two related lawsuits in Maricopa
5 County Superior Court: the first, CV2024-005940, filed March 21, 2024, against the
6 Gardens Gilbert Community Association; and the second, CV2024-013806, filed June 3,
7 2024, against Focus HOA Management, LLC, Harman Cadis, and Brooke Sortor.
8

9 Both actions alleged the same underlying facts and overlapping legal theories. In
10 her complaints, Plaintiff asserts four principal allegations against the Association and its
11 management company:

- 12 1. the Association refused to provide her with a clear and transparent
13 explanation of their financial practices and infringed on her right to access
14 *copies of financial documents*;
- 15 2. the Association refused to address a community petition to clean up and
16 maintain the community to the high standards required by the Declaration
17 of Covenants, Conditions, Restrictions, and Easements for The Gardens
18 recorded at Document No. 2002-0039460 (hereafter, the “Declaration” or
19 “CC&Rs”);
- 20 3. the Association demonstrated negligence by refusing to keep the community
clean and up to those high standards; and
- 21 4. the Association took adverse or retaliatory action against her when she
requested help to address community nuisance and lack of cleanliness.

22 On April 10, 2024, Defendants Focus, Harman Cadis, Brooke Sortor, and Anna
23 Schultz filed a Motion to Dismiss in CV2024-005940. The Superior Court granted that
24 motion on August 30, 2024, and subsequently entered a Final Judgment under Rule 54(b),
25 dismissing claims with prejudice and awarding fees and costs.

26 Plaintiff appealed. On August 12, 2025, the Arizona Court of Appeals, Division
27 One, issued a Memorandum Decision in Rodriguez v. Focus HOA Management, LLC, et
28

1 al., Nos. 1 CA-CV 24-0790 and 1 CA-CV 25-0040 (Appeals Court Designated as
2 “Consolidated”), affirmed in part, reversed in part, vacated in part, and remanded. The
3
4 Court affirmed the dismissal of Plaintiff’s claims for breach of contract, breach of duty,
5 First Amendment violations, failure to provide access to financial records, and
6 discrimination/retaliation, but clarified that those dismissals were without prejudice,
7
8 correcting the Superior Court’s error in its September 10, 2024 minute entry, which had
9 indicated the dismissals were with prejudice. The Court reversed the dismissal of
10 Plaintiff’s negligence, gross negligence, and intentional tort claims, vacated the award of
11 attorney’s fees and costs, and remanded the case for further proceedings. The opinion
12 clarified that Plaintiff’s remaining negligence-based claims were not properly precluded
13
14 under Arizona law.

15 The two cases were consolidated by Superior Court order on September 3, 2025,
16 following Defendants’ Motion to Consolidate based on the August 12, 2025 Appeals
17 Court ruling. The order designated CV2024-005940 as the lead case for all further
18 proceedings. In the same ruling, the Court ordered that the consolidated matter be
19 transferred to the Honorable David McDowell for all subsequent proceedings, replacing
20
21 the prior assignment to the Honorable Roderick Coffey. The reassignment is
22 administrative in nature and not the result of any party’s or Honorable Coffey’s motion or
23
24 conduct. Honorable Coffey is no longer on a Civil Assignment, and Honorable McDowell
25
26 has taken over that calendar and was assigned to this case.

1 In its decision, the appellate court emphasized that the Association's obligations
2 under A.R.S. § 33-1805 and the community's CC&Rs include maintaining common areas.
3
4 It further held that the CC&Rs' Waiver of Damages Clause does not bar claims for gross
5 negligence or intentional misconduct, which must be allowed to proceed.

6 The defendants now include the Association, Focus, Harman Cadis, Anna Schultz,
7
8 and Brooke Sortor. The remaining counts following the August 12, 2025 Court of
9 Appeals' ruling were as follows:

10 As to Defendants Focus, Harman Cadis, Anna Schultz, and Brooke Sortor,
11 the remaining claims include negligence, gross negligence, and intentional torts,
12 all arising solely from Plaintiff's allegation that the Association failed to address a
13 community petition requesting cleanup and maintenance of the community in
accordance with the CC&Rs.

14 As to Defendant Gardens Gilbert Community Association, the remaining
15 claims include breach of contract, breach of the covenant of good faith and fair
16 dealing, negligence, gross negligence, and intentional torts, arising from the same
17 common area maintenance allegations, as well as claims that the Association failed
18 to respond to member financial records requests pursuant to A.R.S. § 33-1805 and
engaged in retaliatory conduct when Plaintiff sought assistance addressing
community nuisance and cleanliness issues.

19 On February 3, 2026, Judge McDowell issued a Ruling on Plaintiff's Motion to
20 Amend Civil Complaint. The Court permitted Plaintiff to file an amended complaint
21 subject to express limitations, including that: only tort claims may be stated against the
22 agents of the Association or Focus; and, the Court of Appeals affirmed that contract-based
23 and first amendment claims do not and cannot exist against agents of the Association or
24 Focus.
25

26 Plaintiff thereafter submitted Amended Civil Complaint #3, filed on February 13,
27 2026, (hereafter, the "Amended Complaint"), which asserts eleven (11) counts and
28

1 includes an extensive narrative statement of alleged facts. The Amended Complaint now
2 constitutes the operative pleading in this consolidated matter pending before Judge
3 McDowell under case number CV2024-005940.
4

5 Defendants deny Plaintiff's allegations in the Amended Complaint and maintain
6 that Defendants have acted lawfully, reasonably, and in compliance with the CC&Rs and
7 applicable Arizona law.
8

9 **I. RULE 26.1(a) DISCLOSURE**

10 **(1) FACTUAL BASIS FOR CLAIMS/DEFENSES - RULE 26.1(a)(1).**

11 The Association is a nonprofit Arizona corporation organized as a residential
12 property owners' association and governed by the Arizona Nonprofit Corporation Act
13 statutes (A.R.S. § 10-3101, et seq.), and operates as the homeowners' association for the
14 Gardens Gilbert Community Association, a platted residential community within
15 Maricopa County, Arizona. All lots within the Association are subject to the CC&Rs.
16
17

18 The CC&Rs grant the Association the authority and obligation to manage,
19 maintain, and enforce the restrictions applicable to real property within the Association.
20 Pursuant to the Declaration and its bylaws, the Association is governed by a Board of
21 Directors elected by the community.
22

23 Focus is a professional management company retained by the Association to
24 perform administrative and management services pursuant to a management agreement.
25 At all relevant times, Focus acted as an agent of the Association within the scope of its
26 delegated authority. Defendants intend to move to seek summary disposition as to Focus,
27
28

1 on the grounds that Focus acted exclusively within the scope of its agency relationship
2 with the Association and that any alleged liability is derivative in nature and does not
3 support an independent cause of action against Focus.
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5 The individual board member defendant, Anna Schultz, (hereafter, the "Individual
6 Association Defendant"), and the individual management member defendants, Harman
7 Cadis, and Brooke Sortor, (hereafter, collectively the, "Management Defendants"), are
8 individuals who, at various relevant times, acted on behalf of the Association, within the
9 scope of their respective roles. All actions taken by these individuals were undertaken in
10 connection with Association governance, enforcement of the CC&Rs, architectural
11 review, records administration, or other legitimate HOA functions. Defendants intend to
12 move to seek summary disposition as to the Individual Association Defendant and
13 Management Defendants on the grounds that they acted at all relevant times within the
14 scope of their authorized roles as agents of the Association, and that any alleged liability
15 is derivative in nature and does not support the imposition of independent personal liability
16 under Arizona law.
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20 This matter arises from two related civil actions, now consolidated and amended,
21 filed by Plaintiff against the Association and several of its representatives, including the
22 Individual Association Defendant, and the Management Defendants to include Focus as
23 well. The disputes relate to Plaintiff's dissatisfaction with Association governance,
24 enforcement decisions, architectural-review procedures, and responses to her complaints
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1 regarding alleged sanitation and nuisance conditions within common areas and near her
2 residence.

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4 In Amended Civil Complaint #3, Plaintiff asserts eleven (11) counts, including:

- 5 1. Breach of Contract & Breach of Governing Documents
 - 6 i. Against the Association and Focus
- 7 2. Breach of the Implied Covenant of Good Faith and Fair Dealing
 - 8 i. Against “All Contracting Defendants and Individual Participants”)
- 9 3. Negligence
 - 10 i. Against all Defendants
- 11 4. Gross Negligence
 - 12 i. Against Focus, Harman Cadis, Brooke Sortor, and Anna Schultz
- 13 5. Intentional Torts
 - 14 i. Against Focus, Harman Cadis, Brooke Sortor, and Anna Schultz
- 15 6. Discrimination
 - 16 i. Against the Association and Focus
- 17 7. Retaliation
 - 18 i. Against all Defendants
- 19 8. Vicarious Liability / Respondeat Superior
 - 20 i. Against the Association
- 21 9. Negligence
 - 22 i. Against Harman Cadis, Brooke Sortor, and Anna Schultz
- 23 10. Gross Negligence
 - 24 i. Against Harman Cadis, Brooke Sortor, and Anna Schultz
- 25 11. Intentional Torts
 - 26 i. Against Harman Cadis, Brooke Sortor, and Anna Schultz

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28 *See Am. Compl., Counts I-XI, pp. 1-19.*

29
30 Plaintiff is a homeowner in the Gardens Gilbert residential community located in
31 Gilbert, Arizona. Beginning in late 2023, she asserted that the HOA had failed to maintain
32 the community’s common areas to the “high standards” set forth in the CC&Rs. Original
33 Compl. at ¶¶ 3-4. She alleged that this neglect led to persistent cleanliness and sanitation
34 problems within the community, including the buildup of pet waste, unpleasant odors, and

1 overgrown vegetation, which she claimed created health issues and safety concerns for
2 herself and her family. *Id.* at ¶¶ 7-8.

3
4 She further alleges that Defendants obstructed architectural approvals relating to
5 documented toxic mold and water intrusion at her residence. Am. Compl. at ¶ 3(d); ¶¶ 41-
6 42; ¶¶ 47-48. Plaintiff also alleges that Defendants withheld meeting agendas, minutes,
7 and financial records and restricted her access to HOA systems and meetings. *Id.* at ¶¶
8 3(c), 27. In addition, Plaintiff asserts that Defendants engaged in retaliatory conduct after
9 she reported safety concerns and requested records. *Id.* at ¶¶ 26-28. The Amended
10 Complaint further alleges that certain Defendants made misrepresentations to law
11 enforcement during a police incident arising from Plaintiff's request for an architectural
12 application form. *Id.* at ¶¶ 41-43.

13
14
15 Defendants deny all allegations of wrongdoing. Defendants assert that they have
16 complied with all statutory and contractual obligations and that all maintenance and
17 enforcement actions were conducted in accordance with the CC&Rs and relevant Arizona
18 law. Defendants maintain that Plaintiff's claims arise from disagreement with
19 management's reasonable and legal decisions rather than any breach of duty or
20 discriminatory conduct. Further factual and legal bases for the Defendants' claims and
21 defenses will be detailed in subsequent sections of this Disclosure Statement.
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1 **(2) LEGAL THEORIES FOR DEFENSES - RULE 26.1(a)(2).**

2 **A. Count I – Breach of Contract & Breach of Governing**
3 **Documents – Against the Association and Focus**

4 **1. Count I fails toward Focus as a matter of law.**

5 Count I must be dismissed as to Focus pursuant to both the Court of Appeals’
6 August 12, 2025 Memorandum Decision and this Court’s February 3, 2026 ruling limiting
7 the scope of permissible claims on remand.

8 The Court of Appeals affirmed dismissal of Plaintiff’s contract-based claims
9 against the non-Association defendants. Specifically, the appellate court affirmed
10 dismissal of breach-of-contract and related contract-based theories as to Focus and the
11 individual agents.

12 The Trial Court’s ruling permitted amendment subject to the condition that only
13 tort claims may be stated against agents and management entities, and, thus, reaffirmed
14 that contract-based claims do not and cannot exist against Focus.

15 Furthermore, Focus is not a contracting party to the CC&Rs. The CC&Rs constitute
16 a contract between the Association and its members. *See Horton v. Mitchell*, 200 Ariz.
17 523, 525, ¶ 8, 29 P.3d 870, 872 (App. 2001); (quoting *Ariz. Biltmore Estates Ass’n v.*
18 *Tezak*, 177 Ariz. 447, 448, 868 P.2d 1030, 1031 (App. 1993)). Focus serves solely as a
19 management agent retained by the Association. As a matter of law, an agent acting within
20 the scope of its authority is not independently liable for breach of a contract to which it is
21 not a party.

22 Accordingly: (1) the Court of Appeals affirmed dismissal of contract-based claims
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1 against Focus; (2) this Court limited amendment to tort claims against agents; and (3)
2 Focus is not in contractual privity under the CC&Rs.

3
4 For these reasons, Count I is procedurally barred and substantively deficient as to
5 Focus and must be dismissed.

6 **2. Count I fails toward the Association as a matter of law.**

7 As a matter of fundamental Arizona law, a plaintiff claiming breach of contract
8 must prove (1) there was a contract with the defendant, (2) defendant breached the contract
9 and (3) defendant's breach resulted in damages to the plaintiff. *Graham v. Asbury*, 112
10 Ariz. 184, 185, 540 P.2d 656, 657 (1975). Here, Plaintiff's breach of contract claim fails
11 because it is not based on any actual breach of the governing contract (i.e., the CC&Rs),
12 but instead on Plaintiff's subjective belief that they are entitled to relief not supported by
13 the CC&Rs' express terms.

14
15 Under Arizona law, recorded deed restrictions constitute "a contract between the
16 subdivision's property owners as a whole and the individual lot owners." *Horton v.*
17 *Mitchell*, 200 Ariz. 523, 525, ¶8, 29 P.3d 870, 872 (App. 2001) (quoting *Ariz. Biltmore*
18 *Estates Ass'n v. Tezak*, 177 Ariz. 447, 448, 868 P.2d 1030, 1031 (App. 1993). The CC&Rs,
19 thus, both govern the parties' relationship with each other and are interpreted and enforced
20 according to ordinary principles of contract law. The Court will not read into the contract
21 a right of action where none is expressly provided.

22
23 The primary goal in interpreting the language of a contract is to ascertain and give
24 effect to the intent of the parties. *Taylor v. State Farm Mut. Auto. Inc. Co.*, 175 Ariz. 148,
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1 152, 854 P.2d 1134, 1138 (1993). In interpreting a contract, the court must give all its
2 terms meaning and render none superfluous. *Id.*, 175 Ariz. at 158, n. 9, 854 P.2d at 1144.

3
4 Where parties bind themselves by a lawful contract, the terms of which are clear and
5 unambiguous, a court must give effect to the contract as written. *Grubb & Ellis*
6 *Management Services, Inc. v. 407417 B.C., L.L.C.*, 213 Ariz. 83, 87, ¶12, 138 P.3d 1210,
7 1213 (App. 2006). Parol evidence will not be admissible if the contract contains an
8 integration clause. *Pinnacle Peak Developers v. TWR Inc. Corp.*, 129 Ariz. 385, 389, 631
9 P.2d 540, 544 (App. 1980); *see also*, 3 Arthur L. Corbin, *Corbin on Contracts*, §578 (3d
10 ed. 1960) (“If a written document ... declares in express terms that ... there are no
11 antecedent or extrinsic representations, warranties, or collateral provisions ... this
12 declaration is conclusive It is just like a general release of all antecedent claims”).

13
14
15 Plaintiffs allege that the Association breached the CC&Rs by failing to properly
16 maintain community common areas. This claim lacks merit because the governing
17 documents do not impose an absolute duty of perfection in maintaining common property.
18 Rather, they grant the Board of Directors broad discretion to manage, repair, and maintain
19 the Association’s property “consistent with sound community standards and within
20 budgetary constraints.”
21

22
23 **a. The Association properly exercised its reasonable**
24 **discretion in maintaining the community’s common**
25 **areas under the CC&Rs.**

26 Homeowners associations’ maintenance decisions are protected by the business
27 judgment rule, provided such decisions are made in good faith and within the scope of
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1 their authority. Thus, a plaintiff must establish that the Association's conduct was
2 arbitrary, capricious, or undertaken in bad faith, and mere disagreement with the
3 adequacy, timing, or aesthetic outcome of maintenance efforts does not constitute a breach
4 of contract.
5

6 Here, the Association's actions demonstrate compliance with its contractual duties.
7 The record will show that the Association consistently addressed maintenance concerns
8 through regular landscaping and repair services, debris removal efforts, and coordination
9 with third-party contractors. While Plaintiffs cite unspecified isolated conditions, such as
10 damaged signage, overgrown bushes, pet waste, and debris, as evidence of neglect, these
11 allegations reflect dissatisfaction rather than breach.
12
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14 There is no evidence that the Board acted in bad faith, ignored its duties, or violated
15 any explicit maintenance provision. The Association's engagement with contractors,
16 responses to homeowner reports, and ongoing upkeep efforts satisfy the standard of
17 reasonableness required under Arizona law.
18

19 Because Plaintiffs have failed to identify any specific any measurable damages
20 directly caused by the Association's conduct, this portion of the breach of contract claim
21 fails as a matter of law. The Association's maintenance practices conform with both the
22 CC&Rs and Arizona precedent, warranting dismissal of Plaintiff's claim.
23

24 **b. The Association fully satisfied its obligations to provide**
25 **financial records under A.R.S. § 33-1805 and Section**
26 **8.17 of the CC&Rs.**

27 Plaintiffs further allege that the Association breached the CC&Rs by refusing to
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1 provide certain financial documents and accounting records. This claim also fails because
2 the Association fulfilled its obligations under both the CC&Rs and A.R.S. § 33-1805,
3 which governs the disclosure of records by homeowners associations.
4

5 Under A.R.S. § 33-1805(A), an association is required to make financial and other
6 official records “reasonably available for examination” by a member or their designated
7 representative. Similarly, Section 8.17 of the CC&Rs mandates that the Association
8 maintain “true and correct records of account” and make those records accessible for
9 inspection upon proper request. Neither the statute nor the CC&Rs requires the
10 Association to create new documents, detailed reports, or itemized analyses that do not
11 already exist.
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14 The evidence shows that the Association complied with these requirements. It
15 timely responded to Plaintiff’s written requests, provided available documents, and
16 explained when certain historical or itemized records were not maintained. The
17 Association’s communications clearly indicated that specific financial breakdowns or
18 meeting minutes requested by Plaintiffs did not exist, consistent with its record-keeping
19 obligations and statutory authority.
20
21

22 Arizona courts have repeatedly held that compliance with statutory disclosure
23 requirements satisfies an association’s contractual duties. Plaintiff’s subjective
24 dissatisfaction with the format or scope of the records provided does not constitute a
25 breach. See *Grubb & Ellis Mgmt. Servs., Inc.*, 213 Ariz. at 87 ¶12, 138 p.2d at 1213 (court
26 must enforce contract as written and cannot impose obligations not found in its express
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1 terms).

2 Moreover, Plaintiffs have not demonstrated any resulting damages. Even if certain
3 records were delayed or unavailable, there is no evidence that the alleged nondisclosure
4 caused a quantifiable financial loss. Without proof of both a contractual breach and
5 resulting damages, Plaintiff's claim fails under *Graham*, 112 at 185, 540 at 657.
6

7 Accordingly, the Association has fully complied with its statutory and contractual
8 obligations under A.R.S. § 33-1805 and Section 8.17 of the CC&Rs. Plaintiff's breach of
9 contract claim based on the alleged withholding of financial documents must therefore be
10 dismissed as a matter of law.
11

12 Furthermore, Plaintiff's allegation that Defendants "obstructed architectural
13 approvals" likewise fails to identify any specific CC&R provision mandating immediate
14 approval or guaranteeing a particular outcome. Architectural review provisions grant the
15 Board discretionary authority to evaluate and approve submissions. Disagreement with
16 the timing or outcome of that process does not constitute breach absent a violation of an
17 express contractual requirement.
18

19 Lastly, Plaintiff further alleges that Defendants breached the governing documents
20 by misrepresenting governance authority in judicial proceedings. The CC&Rs do not
21 regulate statements made in litigation, nor do they create a contractual cause of action for
22 alleged mischaracterizations in pleadings. Plaintiff identifies no specific contractual
23 provision governing litigation conduct. This allegation therefore fails to state a cognizable
24 breach of contract.
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1 **B. Count II – Breach of the Implied Covenant of Good Faith and**
2 **Fair Dealing – Against all Defendants**

3 **1. Count II fails toward the Association as a matter of law.**

4 “Implied in every contract is a covenant of good faith and fair dealing, which
5 requires each contracting party to refrain from acting in a manner that would impair the
6 right of the other to receive the benefits of their agreement.” *FL Receivables Trust 2002-*
7 *A v. Ariz. Mills, L.L.C.*, 230 Ariz. 160, 169, ¶41, 281 P.3d 1028, 1037 (App. 2012).

8 As to Plaintiff’s claim that the Association breached the implied covenant of good
9 faith and fair dealing, “[t]he covenant requires that neither party ‘act to impair the right of
10 the other to receive the benefits which flow from their agreement or contractual
11 relationship.’” *Keg Rests. Ariz., Inc. v. Jones*, 240 Ariz. 64, 77, ¶45, 375 P.3d 1173, 1187
12 (App. 2016) (quoting *Beaudry v. Ins. Co. of the West*, 203 Ariz. 86, 91, ¶18, 50 P.3d 836,
13 841 (App. 2002)); *see also, Rawlings v. Apodaca*, 151 Ariz. 149, 153, 726 P.2d 565, 569
14 (1986) (Each party to a contract has a duty not “to impair the right of the other [party] to
15 receive the benefits which flow from the... agreement or contractual relationship.”).

16 A party breaches the implied covenant of good faith and fair dealing when one
17 party exercises discretion retained or not foreclosed under a contract in such a way as to
18 deny the other a reasonably expected benefit of the bargain. *Sw. Sav. & Loan Ass’n v.*
19 *SunAmp Sys., Inc.*, 172 Ariz. 553, 558-59, 838 P.2d 1314, 1319-20 (App. 1992). Though
20 “our supreme court has warned that in determining contract rights, courts are not
21 constrained by textual omissions to abandon common sense and experience or to ignore
22 the surrounding circumstances of an agreement.” *Id.*, 172 Ariz. at 560, 838 P.2d at 1321.
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1 The court may make equitable considerations to determine whether the contract has been
2 breached, including: “the parties’ relative hardships, the parties’ misconduct, public
3 interest, and adequacy of other remedies.” *Swain v. Bixby Vill. Golf Course Inc.*, 247 Ariz.
4 405, 413, ¶33, 450 P.3d 270, 278 (App. 2019) (citing *Flying Diamond Airpark, LLC v.*
5 *Meienberg*, 215 Ariz. 44, 47, ¶10, 156 P.3d 1149, 1152 (App. 2007)).

7
8 There is no dispute that Arizona “...law implies a covenant of good faith and fair
9 dealing in every contract.” *Rawlings*, 151 Ariz. at 153, 726 P.2d at 569. In determining
10 what benefits were expected to flow from the relationship, “the relevant inquiry always
11 will focus on the contract itself, to determine what the parties did agree to.” *Rawlings*, 151
12 Ariz. at 154, 726 P.2d at 570 (quoting *Wagenseller v. Scottsdale Mem’l Hosp.*, 147 Ariz.
13 370, 385, 710 P.2d 1025, 1040 (1985)). Though “[t]he ‘implied covenant of good faith
14 and fair dealing is limited to assuring compliance with the express terms of the contract
15 and cannot be extended to create obligations not contemplated by the contract.’” *Mazed*
16 *v. JP Morgan Chase Bank, N.A.*, No. SACV 11-814-JLS ANX, 2014 WL 1364929, at *14
17 (C.D. Cal. Apr. 7, 2014) (citing *Pasadena Live, LLC v. City of Pasadena*, 114 Cal. App.
18 4th 1089, 1094 (2004)). “The implied covenant will not apply where ‘no express term
19 exists on which to hinge an implied duty, and where there has been compliance with the
20 contract’s express terms.” *Berger v. Home Depot U.S.A., Inc.*, 476 F. Supp. 2d 1174, 1177
21 (C.D. Cal. 2006) (internal citation omitted).

22
23 Plaintiff broadly asserts that the Association breached the CC&Rs by failing to
24 maintain the common areas, generally alleging issues related to trash, debris, landscaping,
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1 and general cleanliness, and by failing to take action in response to a resident-initiated
2 community petition. However, Plaintiff does not identify any CC&R provision that
3 requires the Association to act on such a petition, nor does she cite a specific contractual
4 maintenance standard that the Association failed to perform. The CC&Rs grant the
5 Association broad discretion regarding the timing, method, and prioritization of common-
6 area maintenance, and nothing in the governing documents creates an individualized right
7 for a single member to compel particular maintenance actions or impose her preferred
8 standards on the Association.
9

11 Plaintiff's allegations therefore amount to disagreement with how the Board
12 exercised its discretionary authority, not a breach of any defined contractual obligation.
13 Without an identifiable failure to perform a specific maintenance duty required by the
14 CC&Rs, Plaintiff cannot establish a contractual breach.
15

16 Whether a party has breached the covenant of good faith and fair dealing is a
17 question of fact. *Wells Fargo Bank v. Ariz. Laborers Local No. 395 Pension Trust Fund*,
18 201 Ariz. 474, 493, ¶¶ 69-70, 38 P.3d 12, 31 (2002). As such, a breach of the implied
19 covenant of good faith and fair dealing "may provide the basis for imposing damages."
20 *Id.*, 201 Ariz. at 491, ¶60, 38 P.3d at 29. Yet, simply alleging that a contract exists does
21 not impose, by operation of law, a legal duty of good faith and fair dealing. *Plastino v.*
22 *Wells Fargo Bank*, 873 F. Supp. 2d 1179, 1191 (N.D. Cal. 2012) (In order to prevail, a
23 plaintiff must "identify the specific contractual provision that was frustrated."). Thus,
24 Plaintiff's broad accusation and claim here is wholly deficient.
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1 Moreover, being parties to a contract is not a special relationship. Under Arizona
2 law, a “special relationship” between the contracting parties is required for an actionable
3 claim in tort for breach of the implied covenant of good faith and fair dealing. *See*
4 *McAlister v. Citibank*, 171 Ariz. 207, 213, 829 P.2d 1253, 1259 (App. 1992). A “special
5 relationship” is specifically “characterized either by a fiduciary relationship, elements of
6 public interest (e.g., unequal bargaining positions), or adhesion. *Id.*, 171 Ariz. at 213, 829
7 P.2d at 1259 (citing *Rawlings*, 151 Ariz. at 158, 726 P.2d at 574). To maintain this claim,
8 Plaintiff has the burden to show “that the contract between the parties established one of
9 the special relationships described above.” *McAlister*, 171 Ariz. at 213, 829 P.2d at 1259.
10 Plaintiff’s claim equally fails to offer allegations sufficient to establish a special
11 relationship between Plaintiff and the Association or any representative agent of the same,
12 beyond the contract (the CC&Rs). Beyond mere allegations, there are no facts to be
13 discovered in this case that could support a finding that any special relationship beyond
14 the contract exists.

15 Furthermore, as a matter of Arizona law, there is no fiduciary duty owed by the
16 Association to Plaintiff. *See Rohde v. Beztak of Arizona, Inc.*, 164 Ariz. 383, 793 P.2d 140
17 (App. 1990) (homeowner association owes no such legal duty to a member of the
18 association under common law or statute). Moreover, there is no element of “public
19 interest” regarding the contractual relationship with the Association, and nothing in
20 Arizona law elevates the status of one who purchases a deed restricted property as
21 anything more than a party to a contract. *See Ahwatukee Custom Estates Mgmt. Ass’n v.*
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1 *Turner*, 196 Ariz. 631, 634, 2 P.3d 1276, 1279 (App. 2000) (“A declaration of covenants,
2 conditions, and restrictions is a contract between a subdivision’s owners collectively and
3 the individual lot owners.”). Moreover, because they are a matter of record, CC&Rs are
4 “presumed to be reasonable,” and treated no differently than any other ordinary (not
5 special) contractual relationship.
6

7
8 Without any special relationship, Plaintiff has no actionable claim for breach of the
9 implied duty of good faith and fair dealing. Because no other duty exists, Plaintiff’s
10 separate claims based in tort are deficient as a matter of law. *See McAlister*, 171 Ariz. at
11 213, 829 P.2d at 1253 (“Even assuming McAlister’s allegations to be true, the trial court
12 correctly dismissed McAlister’s tort claim for breach of the implied covenant of good faith
13 and fair dealing because there is no special relationship between the parties.”).
14

15 The crux of Plaintiff’s dispute centers on her dissatisfaction with how the
16 Association exercised its discretionary authority under the CC&Rs, specifically relating
17 to community maintenance and the handling of her financial-records requests. Nothing in
18 the governing documents grants Plaintiff an individualized right to dictate the timing,
19 scope, or method of common-area maintenance, nor do the CC&Rs obligate the
20 Association to act on a homeowner-circulated petition or adopt the maintenance standards
21 preferred by Plaintiff. The Board is vested with broad discretion to determine how to
22 allocate resources, schedule work, and prioritize community-wide maintenance efforts for
23 the benefit of the community as a whole.
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27 Likewise, Plaintiff has not identified any CC&R provision requiring the
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1 Association to produce records that do not exist, to create new financial summaries or
2 breakdowns, or to provide documents beyond what is required under A.R.S. § 33-1805(A)
3 and Section 8.17 of the CC&Rs. The undisputed facts show that the Association responded
4 to Plaintiff's requests, provided the existing records it maintained, and explained when
5 certain historical or itemized materials were not part of its financial files.
6

7
8 Although Plaintiff broadly alleges that she has suffered damages and will continue
9 to do so, such generalized assertions do not satisfy the requirements for a claim based on
10 breach of contract or breach of the implied covenant of good faith and fair dealing.
11 Plaintiff has not disclosed or identified any evidence showing that the Association's
12 exercise of its contractual discretion regarding maintenance or record-keeping resulted in
13 a measurable financial loss, impairment of a defined contractual benefit, or any cognizable
14 damages under Arizona law. Dissatisfaction with discretionary decisions, such as the level
15 of cleanliness, landscaping, or the format of existing financial records, does not constitute
16 contractual harm.
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19 Because Plaintiff has not shown that the Association's actions deprived her of any
20 express contractual benefit or caused any compensable injury, these allegations cannot
21 support a claim for breach of contract or breach of the implied covenant. Contract
22 remedies are designed to redress the plaintiff's "loss of the benefit of the bargain." *Arrow*
23 *Leasing Corp. v. Cummins Ariz. Diesel, Inc.*, 136 Ariz. 444, 447 (App. 1983).
24 Accordingly, "one of the principal goals of remedying a breach of contract" is to
25 "[e]nforc[e] the expectation interests of the parties." *John Munic Enters, Inc. v. Laos*, 235
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1 Ariz. 12, 18, ¶18 (App. 2014) (citing Restatement (Second) of Contracts § 344(a); § 347
2 cmt. a). Expectation damages, therefore, are “intended to put the injured party ‘to the
3 extent possible . . . in as good a position as he would have been in had the contract been
4 performed.”” *Ramsey v. Ariz. Registrar Contractors*, 241 Ariz. 102, 107, ¶12 (App. 2016)
5 (quoting 2nd Restatement of Contracts § 347 cmt. a).
6

7
8 However, in doing so, the court must adhere to “the maxim that a party should not
9 profit more from breach of a contract than its full performance.” *John Munic Enters, Inc.*,
10 235 Ariz. at 18, ¶19 (citing id. § 347 cmt. e). Therefore, “[t]he calculation of expectation
11 damages necessarily includes a deduction for ‘any cost or other loss that [the injured party]
12 has avoided by not having to perform.”” *Ramsey*, supra (quoting Id. § 347(c)); *see also*,
13 11 Joseph M. Perillo, *Corbin on Contracts* § 55.3 (rev. ed. 2005) (“[I]t is a basic tenet of
14 contract law that the aggrieved party will not be placed in a better position than it would
15 have occupied had the contract been fully performed.”). Even assuming, arguendo, that
16 Plaintiffs could establish a sum-certain damage or quantifiable interference with their use
17 of Lot 6 or adjacent areas, Plaintiffs nonetheless err in seeking to be placed, both literally
18 and legally, in a better position than what is afforded under the Governing Documents.
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21
22 Contrary to Plaintiff’s assertions, the relief they seek goes beyond a mere
23 declaration of their contractual rights under the CC&Rs. Plaintiffs effectively ask the
24 Court to grant them individualized treatment that would alter the shared rights,
25 obligations, and common expense responsibilities of all members within the Association.
26
27 In essence, allowing Plaintiffs to prevail under these claims would rewrite the CC&Rs to
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1 create benefits not contemplated or agreed upon by the community as a whole. Moreover,
2 because every member holds an equal interest in the enforcement and administration of
3 the governing documents, granting the relief requested would directly impact the rights of
4 all unit owners, none of whom are parties to this action. Such relief would be inconsistent
5 with long-standing principles of contract law and equity, which do not permit courts to
6 modify governing covenants to favor one member at the expense of the collective
7 agreement.
8
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10 Further, Plaintiff also alleges that Defendants exercised architectural-review
11 authority in bad faith. Section 4.01(c) of the CC&Rs grant the Association discretionary
12 authority over architectural submissions and approval processes. Nothing in the governing
13 documents *guarantees immediate approval, mandates a particular outcome, or creates an*
14 *individualized contractual entitlement to expedited remediation procedures.* Disagreement
15 with how architectural discretion is exercised does not constitute deprivation of a defined
16 contractual benefit.
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19 Additionally, Plaintiff's assertion that she was deprived of the "reasonably
20 expected benefits of Association membership and homeownership" is legally insufficient.
21 The implied covenant protects only those benefits expressly or impliedly arising from the
22 contract itself. *Rawlings*, 151 Ariz. at 154. It does not extend to generalized expectations
23 associated with property ownership or dissatisfaction with governance decisions. Plaintiff
24 identifies no express contractual provision guaranteeing the broad and undefined benefits
25 she claims were impaired.
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1 In seeking such relief, Plaintiff fails to fully understand that the CC&Rs are not
2 only a contract between the Association and Plaintiff, but also between the Association
3 and each individual owner/member within the community. Because of this, the requested
4 relief is limited in practicality.
5

6 **2. Count II fails toward the Individual Association Defendant**
7 **and Management Defendants, including Focus, as a matter of**
8 **law.**

9 Count II must be dismissed as to the Individual Association Defendant and
10 Management Defendants, including Focus, because the Arizona Court of Appeals
11 expressly affirmed dismissal of Plaintiff's contract-based claims against the non-
12 Association defendants. Consistent with that ruling, this Court's February 3, 2026 Order
13 permitting amendment expressly limited Plaintiff to asserting tort claims against the
14 agents of the Association and/or Focus.
15

16 A claim for breach of the implied covenant of good faith and fair dealing is a
17 contract-based claim. The covenant arises solely from the existence of a contract and
18 binds only contracting parties. *Rawlings*, 151 Ariz. at 153, 726 P.2d at 569. It does not
19 create an independent duty separate from the underlying contract. Because the Individual
20 Association Defendant and Management Defendants, including Focus, are agents acting
21 on behalf of the Association and are not contracting parties to the CC&Rs in their
22 individual capacities, Count II is procedurally barred as to them under both the Court of
23 Appeals' decision and this Court's February 3 ruling.
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1 Accordingly, Count II must be dismissed as to the Individual Association
2 Defendant and Management Defendants, including Focus.

3
4 **C. Count III – Negligence – Against all Defendants – Fails as a**
5 **Matter of Law.**

6 Under Arizona law, negligence requires proof of (1) a duty owed to the plaintiff,
7 (2) a breach of that duty, (3) causation, and (4) damages. *Hutto v. Francisco*, 210 Ariz.
8 88, 91 ¶ 15, 107 P.3d 934, 938 (App. 2005). Plaintiff alleges that Defendants owed her a
9 duty of reasonable care arising from control over Association common areas, enforcement
10 authority, and statutory obligations under A.R.S. Title 33. Am. Compl. ¶ 7. She further
11 alleges breach based on alleged sanitation hazards, trespass and unleashed animals, and
12 generalized “health and safety risks.” *Id.* ¶ 7(a)(i)–(iii).

13
14 As to the Association, the CC&Rs expressly define the scope of the Association’s
15 fiduciary and maintenance obligations, while affording the Board discretion to determine
16 the timing, method, and extent of those functions in the best interests of the community.
17 Article VI, Section 6.01 provides that the Association “shall be responsible for the
18 maintenance and repair of the Common Areas and all other Areas of Association
19 Responsibility,” and that the Board “shall endeavor to use a high standard of care in
20 providing any maintenance, management, and repair, so that the Project will reflect a high
21 pride of ownership.” This language imposes a duty of reasonable maintenance but
22 simultaneously grants the Board broad discretion in how and when to perform such
23 maintenance. Article VI establishes that the Association’s maintenance decisions are to
24 be guided by reasonableness, prudence, and the collective interests of its members, not by
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1 any individual owner's preferences or subjective standards.

2 The undisputed facts demonstrate that the Association complied with its
3 obligations. The Association undertook community maintenance and landscaping
4 activities at regular intervals, including periodic trash removal, enforcement of nuisance
5 restrictions, and inspections of common areas. The Association's conduct was performed
6 in good faith and within its discretionary authority to manage the community for the
7 collective benefit of all owners.
8

9
10 Plaintiff's allegations regarding lack of community upkeep do not establish a
11 breach of any independent legal duty outside of the Association's contractual obligations
12 under the CC&Rs. While Plaintiff may disagree with the adequacy or frequency of the
13 Association's maintenance or disclosure practices, such disagreements amount at most to
14 a dispute over the exercise of contractual discretion, not actionable negligence.
15

16 As to Individual Association Defendant and Management Defendants, including
17 Focus, Plaintiff similarly fails to establish the existence of an independent duty. Their
18 roles and authority derive from the Association and the governing documents. Plaintiff
19 does not allege that any of these Defendants personally created a dangerous condition,
20 exercised exclusive physical control over the common areas in an individual capacity, or
21 engaged in conduct outside the scope of their agency roles that would give rise to a
22 separate tort duty owed directly to Plaintiff. Allegations concerning "enforcement
23 authority" and "control" relate to governance and administrative functions performed on
24 behalf of the Association pursuant to the CC&Rs. This Court previously dismissed
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1 Plaintiff's breach of contract claims against the non-Association Defendants, and the
2 Arizona Court of Appeals affirmed that dismissal. Those rulings confirm that the
3 Individual Association Defendant and Management Defendant, including Focus, do not
4 owe independent contractual obligations to Plaintiff in their individual capacities. Because
5 their alleged duties arise, if at all, only from the contractual framework of the CC&Rs,
6 and because contract-based claims against them have already been dismissed, Plaintiff
7 cannot establish the existence of a separate tort duty as a matter of law.
8

9
10 Arizona law does not impose personal negligence liability upon corporate officers,
11 directors, or managing agents for discretionary decisions undertaken within the scope of
12 their authority absent personal participation in tortious conduct creating an independent
13 legal duty.
14

15 While Plaintiff alleges that she submitted notice to the Association regarding the
16 general cleanliness and upkeep of the community,¹ those communications do not establish
17 that Defendants were aware of, and failed to address, any condition requiring additional
18 or immediate action. Rather, they demonstrate that Defendants received and reviewed
19 Plaintiff's correspondence, responded through its established procedures, and took
20 reasonable steps consistent with its discretion under the CC&Rs. There is no evidence that
21 Defendants ignored a known deficiency or acted outside the bounds of its contractual
22 authority or fiduciary obligations.
23
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25 Defendants further assert the affirmative defenses of contributory negligence and
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¹ See Am. Compl., A, ¶ 3-5, 11, ¶ 7(a).

1 comparative fault. Plaintiff may have failed to take reasonable steps to mitigate their
2 alleged damages or contributed to the conditions of which they now complain. Under
3 A.R.S. § 12-2506, the trier of fact must consider the fault of all persons or entities who
4 contributed to the alleged injury or property damage, regardless of whether they are parties
5 to this action.
6

7 Additionally, the negligence claim is barred by the economic loss doctrine. Plaintiff
8 seeks recovery for purely economic damages, repair costs and alleged diminution in
9 property value, arising from the same facts as their contract claim. Under *Flagstaff*
10 *Affordable Housing Ltd. P'ship v. Design Alliance, Inc.*, such damages are recoverable, if
11 at all, under contract law, not tort. 223 Ariz. 320, 327 ¶ 33, 223 P.3d 664, 671 (2010); *see*
12 *also Hughes Custom Bldg, L.L.C. v. Davey*, 212 P.3d 865, ¶ 9 (App. 2009) (“[t]he
13 economic loss doctrine precludes a party from recovering in tort if the party has suffered
14 only an economic loss and, therefore, should pursue its remedy in contract instead of in
15 tort.”); *see also Wells Fargo Bank v. Arizona Laborers*, 201 Ariz. 474, 491, 38 P.3d 12,
16 29 (2002) (when the claim sounds in contract as opposed to tort, the claim “is an action
17 for breach claiming contract damages”).² Plaintiffs have not alleged or disclosed any
18 personal injury or property damage independent of the asserted contractual obligations
19 that would support a stand-alone negligence claim.
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26 ² Again, this very Maricopa County Superior Court dismissed Plaintiff's breach of contract claims on
27 April 10, 2024, the Arizona Court of Appeals affirmed that dismissal on August 12, 2025, and this Court
28 further affirmed that dismissal in their February 3, 2026 ruling. Those rulings confirm that the non-
Association Defendants conduct does not give rise to any independent contractual breach under Arizona
law.

1 For these reasons, Plaintiffs cannot prove duty, breach, causation, and damages as
2 required for a negligence cause of action, and Plaintiff's first claim for relief fails as a
3 matter of law.
4

5 **D. Count IV - Gross Negligence - Against Individual Association**
6 **Defendant and Management Defendants, Including Focus -**
7 **Fails as a Matter of Law.**

8 To properly plead a gross negligence claim, a plaintiff must establish that the
9 defendant owed a duty to the plaintiff to conform to a particular standard of conduct to
10 protect against unreasonable risks of harm. *Gipson v. Kasey*, 214 Ariz. 141, 143 ¶¶ 9-10
11 (2007). "Duty is defined as an 'obligation, recognized by law, which requires the
12 defendant to conform to a particular standard of conduct in order to protect others against
13 unreasonable risks of harm.'" *Id.* ¶ 10 (quoting *Markowitz v. Ariz. Parks Bd.*, 146 Ariz.
14 352, 354 (1985)). A duty of care "may arise from special relationships based on contract,
15 family relations, or conduct undertaken by the defendant," or from "public policy
16 considerations." *Gipson*, 214 Ariz. at 145 ¶¶ 18, 23.
17
18

19 A defendant's conduct may create a special relationship giving rise to a duty.
20 *Hogue v. City of Phoenix*, 378 P.3d 720, 723 ¶ 12 (App. 2016). Such a relationship
21 imposes a duty to avoid harm from "risks created by the individual at risk as well as those
22 created by a third party's conduct." *Nunez v. Prof'l Transit Mgmt. of Tucson, Inc.*, 229
23 Ariz. 117, 121 ¶ 17 (2012) (quoting Restatement (Third) of Torts: Liability for Physical
24 Harm § 40 cmt. g). However, Arizona courts have made clear that "one [does not] owe[]
25 a duty of reasonable care at all times to all people under all circumstances." *Hafner v.*
26
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1 *Beck*, 185 Ariz. 389, 391 (App. 1996). Thus, in general, there is no duty to protect others
2 from harm absent a recognized legal relationship. *Id.*

3
4 Here, Plaintiff alleges that Defendants acted with reckless indifference and
5 conscious disregard for her safety and rights by failing to address sanitation concerns and
6 enforcement matters. Am. Compl. ¶ 11. However, as to the Association, any obligation
7 regarding maintenance of common areas arises solely from the contractual relationship
8 established by the CC&Rs, not from an independent legal duty imposed by tort law.
9
10 Arizona courts have expressly held that neither a homeowners association nor its board
11 members owe a special or fiduciary duty to an individual homeowner. *Rohde v. Beztak of*
12 *Ariz., Inc.*, 164 Ariz. 383, 386 (App. 1990); *Ariz. Biltmore Estates Ass'n v. Tezak*, 177
13 *Ariz.* 447, 448 (App. 1993). Duties between these parties arise from contract, and a breach
14 of such duties does not create tort liability absent an independent legal duty recognized by
15 law. *Flagstaff Affordable Hous. Ltd. P'ship v. Design Alliance, Inc.*, 223 Ariz. 320, 325 ¶
16 26 (2010).

17
18
19 The CC&Rs here define the Association's duties regarding maintenance, finances,
20 and community operations, while granting the Board discretion to determine the timing,
21 method, and extent of such actions. Article VI, Section 6.01 provides that the Association
22 "shall be responsible for the maintenance and repair of the Common Areas and all other
23 Areas of Association Responsibility," and that the Board "shall endeavor to use a high
24 standard of care in providing any maintenance, management, and repair, so that the Project
25 will reflect a high pride of ownership." This language imposes a duty of reasonable care,
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1 not an absolute or strict obligation, and expressly vests discretion in the Board to
2 determine the scope of its actions.

3
4 As to the Individual Association Defendant and Management Defendants,
5 including Focus, Plaintiff likewise fails to establish the existence of any independent duty.
6 Their authority and responsibilities derive exclusively from the Association and the
7 governing documents. Again, this very Maricopa County Superior Court dismissed
8 Plaintiff's breach of contract claims on April 10, 2024, the Arizona Court of Appeals
9 affirmed that dismissal on August 12, 2025, and this Court further affirmed that dismissal
10 in their February 3, 2026 ruling. Those rulings confirm that the non-Association
11 Defendants' conduct does not give rise to any independent contractual breach in their
12 individual capacity under Arizona law. Because their alleged duties arise, if at all, only
13 from the contractual framework of the CC&Rs, and because contract-based claims against
14 them have already been dismissed, Plaintiff cannot establish the existence of a separate
15 tort duty necessary to support a gross negligence claim. Plaintiff's gross negligence
16 allegations merely restate her contract claims under a different label, which Arizona law
17 does not permit. *See Aspell v. Am. Contract Bridge League of Memphis, Tenn.*, 122 Ariz.
18 399, 402 (App. 1979) (“[a] breach of contract is not a tort unless the law imposes a duty
19 on the relationship created by the contract which exists apart from the contract.”).
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24 Even assuming Plaintiff's allegations to be true, they describe at most a
25 disagreement over the exercise of contractual discretion, not conduct that rises to the level
26 of gross negligence. Nothing alleged shows conduct that created an unreasonable risk of
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1 bodily harm and involved “a high probability that substantial harm will result.” *Walls v.*
2 *Ariz. Dep’t of Pub. Safety*, 170 Ariz. 591, 595 (App. 1991). Plaintiff’s conclusory
3 assertions that the Association’s conduct amounted to “gross negligence” or “willful
4 disregard” of its obligations under the CC&Rs are precisely the type of “labels and
5 conclusions” that fail to satisfy the pleading standard set forth in *Bell Atl. Corp. v.*
6 *Twombly*, 550 U.S. 544, 555 (2007).
7
8

9 To sufficiently allege gross negligence, Plaintiff must allege specific facts showing
10 that Defendants knew its conduct lacked any reasonable basis or acted with reckless
11 disregard for known risks. *Rawlings*, 151 Ariz. at 158. Plaintiff alleges no such facts. At
12 most, she claims that Defendants failed to meet her expectations regarding community
13 maintenance, allegations that are speculative, unsupported, and insufficient to establish
14 gross negligence as a matter of law.
15

16 Defendants conduct falls squarely within its contractual discretion under the
17 CC&Rs and does not constitute gross negligence under Arizona law. Accordingly,
18 applying Arizona law to the undisputed facts and procedural history, Plaintiff’s fourth
19 claim for relief fails to state a claim upon which relief can be granted.
20
21

22 **E. Count V - Intentional Torts - Against Individual Association**
23 **Defendant and Management Defendants, including Focus - Fails**
24 **as a Matter of Law.**

25 To establish an intentional tort under Arizona law, a plaintiff must allege and prove
26 that the defendant acted with the purpose of causing a particular result, or with knowledge
27 that such a result was substantially certain to occur, not mere carelessness. *See*
28

1 Restatement (Second) of Torts § 8A (1965) (which provides that the word “intent”
2 “denote[s] that the actor desires to cause consequences of his act, or that he believes that
3 the consequences are substantially certain to result from it”).
4

5 Intentional torts thus require a deliberate act undertaken with the objective of
6 causing harm or with knowledge that harm is substantially certain to result. *See Rawlings*,
7 151 Ariz. at 162, 726 P.2d at 578. Conclusory allegations of willful or intentional
8 misconduct, without factual support demonstrating purposeful conduct intended to cause
9 injury, are insufficient.
10

11 Here, Plaintiff appears to allege that the Individual Association Defendant and
12 Management Defendants, including Focus, “intentionally and willfully engaged in
13 wrongful conduct,” including alleged abuse of process, intentional interference with her
14 use and enjoyment of property, obstruction of statutory rights, and civil conspiracy. Am.
15 Compl. pp. 7-9. However, even assuming those allegations as true, they fail to meet the
16 requisite showing of intent. The conduct described consists of enforcement
17 communications, responses to complaints, architectural or governance decisions, records
18 administration, and alleged coordination among HOA representatives. *Id.* These are
19 governance and management functions undertaken pursuant to the authority delegated
20 under the CC&Rs and management agreements.
21
22

23 There are no non-conclusory factual allegations demonstrating that the Individual
24 Association Defendant and Management Defendants, including Focus, acted with a
25 deliberate purpose to cause harm to Plaintiff, or with knowledge that harm was
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1 substantially certain to result. Plaintiff's characterization of enforcement letters, meeting
2 procedures, records responses, or alleged "escalation" as intentional misconduct does not
3 transform routine administrative or governance actions into intentional torts.
4 Dissatisfaction with enforcement decisions or records administration does not establish
5 the mental state required under Restatement § 8A.
6

7
8 Moreover, this Court previously dismissed Plaintiff's breach of contract claims
9 against the non-Association Defendants, and the Arizona Court of Appeals and this Trial
10 court then affirmed that dismissal. Those rulings confirm that the Individual Association
11 Defendant and Management Defendants, including Focus, do not owe independent
12 contractual duties to Plaintiff in their individual capacities. The duties Plaintiff references
13 arise solely from the CC&Rs, which constitute a contract between the Association and its
14 members. *See Horton v. Mitchell*, 200 Ariz. 523, 525, ¶ 8, 29 P.3d 870, 872 (App. 2001).
15 Arizona law does not permit a plaintiff to repackage alleged contractual disagreements as
16 intentional torts in order to impose personal liability on agents acting within the scope of
17 their authority. *See Flagstaff Affordable Hous. Ltd. P'ship v. Design Alliance, Inc.*, 223
18 Ariz. 320, 325 ¶ 26, 223 P.3d 664, 669 (2010) (a breach of contract is not a tort unless the
19 law imposes a duty created by the relationship apart from the contract itself).
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23 Plaintiff's allegations of "abuse of process" likewise fail because she does not
24 identify the misuse of a specific judicial process for an ulterior purpose, but instead
25 references enforcement letters, communications, and alleged third-party involvement,
26 conduct that does not constitute use of legal process as required under Arizona law.
27
28

1 Similarly, her claim of “intentional interference” is unsupported by factual allegations
2 showing that the Individual Association Defendant and Management Defendants,
3 including Focus, intentionally and improperly interfered with a legally protected interest
4 independent of the contractual relationship created by the CC&Rs.
5

6 Her conspiracy allegations also fail as a matter of law. Civil conspiracy is not an
7 independent tort; it requires an underlying tort and an agreement to accomplish an
8 unlawful objective. Allegations of “coordinated conduct,” “joint decision-making,” or
9 “ratification” among HOA representatives do not establish an unlawful objective or overt
10 act independent of the governance functions authorized by the CC&Rs. Without a viable
11 underlying tort supported by facts demonstrating intentional misconduct, the conspiracy
12 claim necessarily fails.
13
14

15 Plaintiff’s repeated use of terms such as “willful,” “intentional,” “retaliatory,” and
16 “improper purpose” constitutes precisely the type of “labels and conclusions” rejected in
17 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). She alleges no specific facts
18 showing that the Individual Association Defendant and Management Defendants,
19 including Focus, acted with an “evil mind” or with knowledge that their conduct was
20 substantially certain to cause unjustified, significant harm as required under Rawlings.
21
22

23 Because Plaintiff has failed to allege facts demonstrating purposeful conduct
24 intended to cause injury, or conduct undertaken with knowledge that harm was
25 substantially certain to occur, and because the alleged conduct arises solely from
26 discretionary governance actions within the scope of authority granted by the CC&Rs,
27
28

1 Count V fails to state a claim upon which relief can be granted as to the Individual
2 Association Defendant and Management Defendants, including Focus.

3
4 **F. Count VI – Discrimination - Against the Association and Focus -**
5 **Fails as a Matter of Law.**

6 Plaintiff's discrimination claim fails both procedurally and substantively as to
7 Focus and the Association.

8 As an initial matter, this Court's February 3 ruling expressly limited the claims that
9 may proceed against Focus. The Court ruled that "[o]nly tort claims may be stated against
10 ... the Management Company [Focus]," and "the Court of Appeals affirmed that contract-
11 based and First Amendment claims do not and cannot exist against ... the Management
12 Company [Focus]." Accordingly, Focus, as the Management Company, may only be
13 subject to properly pleaded tort claims within the scope of that ruling.
14

15
16 A claim for "discrimination," as pled here, is not a recognized common-law tort
17 under Arizona law. Arizona does not recognize a free-standing tort of "discrimination."
18 Rather, discrimination claims arise, if at all, under specific statutory frameworks. Such
19 claims are statutory civil rights causes of action, not traditional common-law tort claims
20 like negligence, gross negligence, or intentional infliction of emotional distress. Because
21 the February 3 ruling limited the claims against Focus to tort claims, Plaintiff may not
22 proceed against Focus on a statutory discrimination theory that exceeds the scope of the
23 remand and appellate mandate.
24

25
26 Even if the Court were to construe Plaintiff's discrimination claim as falling within
27 the category of permissible tort claims, it nevertheless fails on the merits. To establish a
28

1 prima facie claim under the Fair Housing Act, a plaintiff must allege that (1) she is a
2 member of a protected class, (2) she was subjected to adverse treatment, and (3) the
3 adverse treatment occurred because of her protected status. Conclusory allegations of
4 “selective enforcement” or “disparate treatment,” without factual allegations tying the
5 conduct to a protected characteristic such as race, color, religion, sex, familial status,
6 national origin, or disability, are insufficient as a matter of law. Am. Compl. ¶ 24.
7
8

9 Here, Plaintiff alleges that Defendants selectively enforced rules, restricted access
10 to records and meetings, and imposed enforcement barriers not applied to other
11 homeowners. However, the Amended Complaint does not plausibly allege that any such
12 actions were taken because of Plaintiff’s membership in a protected class. Allegations that
13 enforcement decisions lacked a “rational basis” or were unfair do not convert a governance
14 dispute into unlawful discrimination. Selective enforcement, standing alone, is not
15 discrimination unless it is motivated by unlawful animus tied to a protected characteristic.
16
17

18 As to the Association, while it is not subject to the same remand limitation as Focus,
19 the discrimination claim fails for the same substantive reasons. The governing documents,
20 the CC&Rs, constitute a contract between the Association and its members. *See*
21 *Ahwatukee Custom Estates Mgmt. Ass’n v. Turner*, 196 Ariz. 631, 634, 2 P.3d 1276, 1279
22 (App. 2000); *Horton v. Mitchell*, 200 Ariz. 523, 525 ¶ 8, 29 P.3d 870, 872 (App. 2001).
23 Disputes over enforcement, access to records, or management decisions arise from and
24 are governed by that contractual framework. Absent well-pleaded facts establishing
25 discriminatory intent or disparate impact under a recognized statutory scheme, such
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1 disputes do not state a claim for unlawful discrimination.

2 Moreover, to the extent Plaintiff attempts to recharacterize prior contract-based or
3 constitutional theories as “discrimination,” such repackaging is improper. A plaintiff may
4 not evade dismissal by relabeling governance or contract disputes as civil rights violations
5 without alleging the essential statutory elements. *See Bell Atl. Corp. v. Twombly*, 550 U.S.
6 544, 555 (2007) (rejecting “labels and conclusions” unsupported by factual allegations).
7
8

9 Because the Amended Complaint fails to allege facts establishing membership in a
10 protected class, discriminatory intent, or a causal nexus between any alleged adverse
11 action and protected status, Count VI fails to state a claim upon which relief can be
12 granted. Accordingly, the discrimination claim should be dismissed as to Focus and the
13 Association.
14

15 **G. Count VII – Retaliation - Against all Defendants - Fails as a**
16 **Matter of Law.**

17 Plaintiff’s retaliation claim fails both procedurally and substantively as to all
18 Defendants.
19

20 As a threshold matter, this Court’s February 3 ruling expressly limited the claims
21 that may proceed against the agents of the Association and the Management Company.
22 The Court held that “[o]nly tort claims may be stated against the agents of the Association
23 or the Management Company,” and “the Arizona Court of Appeals affirmed that contract-
24 based and First Amendment claims do not and cannot exist against agents of the
25 Association or the Management Company.” Accordingly, as to the Individual Association
26 Defendant and the Management Defendants, including Focus, any retaliation theory
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1 sounding in contract or constitutional law is barred.

2 To the extent Plaintiff's retaliation claim is premised on alleged retaliation for
3 exercising contractual rights under the CC&Rs, such as requesting records, petitioning for
4 maintenance action, or participating in governance, such a theory arises solely from the
5 contractual relationship between Plaintiff and the Association. Under Arizona law, duties
6 flowing from CC&Rs arise from contract. See *Ahwatukee Custom Estates Mgmt. Ass'n v.*
7 *Turner*, 196 Ariz. 631, 634, 2 P.3d 1276, 1279 (App. 2000); *Horton v. Mitchell*, 200 Ariz.
8 523, 525 ¶ 8, 29 P.3d 870, 872 (App. 2001). Because the Court has already held that
9 contract-based claims cannot proceed against agents, any retaliation theory grounded in
10 alleged contractual rights must be dismissed as to Focus and the Individual and
11 *Management Defendants*.

12 Likewise, to the extent Plaintiff attempts to assert retaliation for "protected
13 activity" under the First Amendment, such as speaking at meetings, petitioning authorities,
14 or criticizing governance,³ that theory is likewise barred as to the agents under the
15 February 3 ruling and the Court of Appeals' affirmance. Private homeowners associations
16 and their agents are not state actors for purposes of constitutional liability, and such claims
17 have already been foreclosed in this matter.

18 The only remaining possible avenue would be a properly pleaded tort claim for
19 retaliation. However, Arizona does not recognize a freestanding common-law tort of
20 "retaliation" outside limited employment contexts or specific statutory schemes.
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28 ³ Am. Compl. ¶¶ 26-27.

1 Retaliation claims generally arise under statutory frameworks, such as employment
2 statutes or the Fair Housing Act, not as independent common-law torts between private
3 contracting parties. Absent a recognized independent duty imposed by law separate from
4 the contract, a plaintiff may not convert a governance dispute into a tort claim merely by
5 labeling conduct as “retaliatory.” See *Flagstaff Affordable Hous. Ltd. P’ship v. Design*
6 *Alliance, Inc.*, 223 Ariz. 320, 325 ¶ 26, 223 P.3d 664, 669 (2010) (“A breach of contract
7 is not a tort unless the law imposes a duty on the relationship created by the contract which
8 exists apart from the contract.”); *Aspell v. Am. Contract Bridge League of Memphis, Tenn.*,
9 122 Ariz. 399, 402 (App. 1979).

10 As to the Association, even if the retaliation claim were not procedurally barred, it
11 fails on the merits. A retaliation claim under any cognizable statutory framework requires
12 proof that (1) the plaintiff engaged in protected activity, (2) the defendant took adverse
13 action, and (3) a causal connection exists between the protected activity and the adverse
14 action. Conclusory allegations of “escalation,” “access restrictions,” or “legal threats,”
15 without factual allegations establishing unlawful motive or causation, are insufficient
16 under *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

17 Here, Plaintiff alleges that she reported safety hazards, requested records,
18 participated in governance, and petitioned authorities,⁴ and that Defendants thereafter
19 escalated enforcement and restricted access.⁵ However, enforcement of CC&R provisions,
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28 ⁴ Am. Compl. ¶ 26.

⁵ *Id.* at ¶ 27.

1 communications regarding compliance, and administration of records are actions
2 expressly authorized under the governing documents. The CC&Rs vest the Association
3 with discretion to enforce restrictions and manage community affairs. Disagreement with
4 enforcement decisions does not establish retaliatory motive. Absent factual allegations
5 demonstrating that enforcement actions were taken because of legally protected activity
6 under a recognized statute, Plaintiff's claim amounts to a repackaged contract dispute.
7

8
9 Moreover, this Court previously dismissed Plaintiff's breach of contract claims,
10 and the Arizona Court of Appeals affirmed that dismissal. Those rulings confirm that the
11 Association's conduct did not constitute a contractual or fiduciary breach under Arizona
12 law. Plaintiff may not relabel the same underlying conduct as "retaliation" to avoid the
13 legal consequences of those rulings.
14

15 Because Arizona does not recognize a general tort of retaliation in this context,
16 because contract-based and constitutional retaliation claims are barred as to the agents
17 under the February 3 ruling, and because Plaintiff fails to allege the essential elements of
18 any viable statutory retaliation claim, Count VII fails to state a claim upon which relief
19 can be granted as to all Defendants.
20

21
22 **H. Count VIII – Vicarious Liability / Respondeat Superior – the**
23 **Association - Fails as a Matter of Law.**

24 Count VIII does not state an independent cause of action and must be dismissed.

25 Under Arizona law, vicarious liability and respondeat superior are derivative
26 doctrines, not standalone claims. Respondeat superior is a theory by which an employer
27 or principal may be held liable for the tortious conduct of its agent acting within the scope
28

1 of employment. *See Engler v. Gulf Interstate Eng'g, Inc.*, 230 Ariz. 55, 57 ¶ 9, 280 P.3d
2 599, 601 (2012) (under respondeat superior, an employer is liable for the torts of its
3 employee committed within the course and scope of employment). The doctrine does not
4 create liability in the absence of an underlying actionable tort.

6 Accordingly, a claim for vicarious liability rises or falls with the viability of the
7 underlying tort claims. If the alleged agent committed no actionable tort, there is nothing
8 for which the principal may be held vicariously liable. *See Kopp v. Physician Group of*
9 *Ariz., Inc.*, 421 P.3d 149, 151 (2018) (vicarious liability is purely derivative and depends
10 upon the existence of tortious conduct by the agent).

13 Here, Plaintiff alleges that Focus, Cadis, Sortor, and Schultz acted as agents of the
14 Association within the scope of their delegated authority,⁶ and that the Association is
15 therefore vicariously liable for their “tortious acts and omissions.”⁷ However, as set forth
16 above, Plaintiff has failed to state viable claims for negligence, gross negligence,
17 intentional torts, discrimination, or retaliation against those individuals or against Focus.
18 Where the underlying tort claims fail as a matter of law, derivative liability necessarily
19 fails as well.
20

22 Moreover, to the extent Plaintiff attempts to premise vicarious liability on contract-
23 based or governance-related conduct arising from the CC&Rs, such duties arise from
24 contract, not tort. As previously addressed, recorded CC&Rs constitute a contract between
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27 ⁶ Am. Compl. ¶ 30.

28 ⁷ *Id.* at ¶ 31.

1 the Association and its members. *See Ahwatukee Custom Estates Mgmt. Ass'n v. Turner*,
2 196 Ariz. 631, 634, 2 P.3d 1276, 1279 (App. 2000); *Horton v. Mitchell*, 200 Ariz. 523,
3 525 ¶ 8, 29 P.3d 870, 872 (App. 2001). A principal cannot be held vicariously liable in
4 tort for conduct that does not independently constitute a tort. *See Flagstaff Affordable*
5 *Hous. Ltd. P'ship v. Design Alliance, Inc.*, 223 Ariz. 320, 325 ¶ 26, 223 P.3d 664, 669
6 (2010) (a breach of contract is not a tort absent an independent legal duty).
7
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9 Further, even assuming arguendo that any Individual Association Defendant acted
10 within the scope of delegated authority, actions taken in furtherance of HOA governance,
11 enforcement, record administration, and architectural review fall squarely within the
12 contractual framework of the CC&Rs. Disagreement with the exercise of discretionary
13 authority does not transform governance conduct into tortious behavior capable of
14 supporting respondeat superior liability.
15

16 Because vicarious liability is not an independent cause of action and because
17 Plaintiff has failed to plead a viable underlying tort, Count VIII fails as a matter of law
18 and must be dismissed.
19

20 **I. Count IX – Negligence – Against the Individual Association**
21 **Defendant and Management Defendants – Fails as a Matter of**
22 **Law.**

23 Count IX is merely a repackaged and repeated version of Count III asserted against
24 a narrower subset of overlapping Defendants. The factual predicates are materially
25 identical. Compare Am. Compl. Ct. 3 ¶ 7 (alleging duty arising from control over HOA
26 common areas, enforcement authority, and statutory obligations under A.R.S. Title 33,
27
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1 and breach based on sanitation hazards, trespass, unleashed animals, and health and safety
2 risks) with Am. Compl. ¶¶ 32-36 (alleging duty arising from “personal control” over
3 enforcement, records, communications, and housing-related decisions, and breach based
4 on the same alleged failure to address hazards, enforcement escalation, and related harms).
5 Both counts rely on the same core theory: that Defendants failed to act reasonably in
6 carrying out Association governance functions and that such failure caused loss of
7 insurance, medical interruption, emotional distress, and housing instability. See Am.
8 Compl. Ct. 3 ¶ 8 and ¶¶ 35-37. Plaintiff cannot avoid dismissal of Count III by duplicating
9 the same negligence theory under a different count number and re-labeling the same
10 governance disputes as “personal control.”⁸ Arizona law does not permit redundant tort
11 claims premised on the same alleged duties, conduct, and damages. Because Count IX
12 merely restates the allegations of Count III against a subset of overlapping Defendants
13 without identifying a new independent duty, distinct breach, or separate damages theory,
14 it fails for the same reasons set forth in Defendants’ challenge to Count III.
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19 Furthermore, under Arizona law, negligence requires proof of (1) a duty owed to
20 the plaintiff, (2) a breach of that duty, (3) causation, and (4) damages. *Hutto v. Francisco*,
21 210 Ariz. 88, 90 ¶ 8, 107 P.3d 934, 936 (App. 2005). The existence of a duty is a threshold
22 question of law for the Court. *Gipson v. Kasey*, 214 Ariz. 141, 143 ¶ 9 (2007).
23

24 Plaintiff alleges that the Individual Association Defendant and Management
25 Defendants owed her a duty of reasonable care arising from their “personal control” over
26
27

28 ⁸ Am. Compl. ¶ 32; see also *Id.* at ¶ 7.

1 enforcement decisions, records access, communications with third parties, and decisions
2 affecting Plaintiff's housing stability and insurance coverage. Am. Compl. ¶ 32. However,
3
4 any authority exercised by these individuals arose solely from their roles as agents of the
5 Association and within the framework of the CC&Rs. Recorded CC&Rs constitute a
6 contract between the Association and its members. *Ahwatukee Custom Estates Mgmt.*
7 *Ass'n v. Turner*, 196 Ariz. 631, 634, 2 P.3d 1276, 1279 (App. 2000); *Horton v. Mitchell*,
8 200 Ariz. 523, 525 ¶ 8, 29 P.3d 870, 872 (App. 2001).

10 Arizona law is clear that a breach of contract does not become a tort unless the law
11 imposes a duty independent of the contract. *Flagstaff Affordable Hous. Ltd. P'ship v.*
12 *Design Alliance, Inc.*, 223 Ariz. 320, 325 ¶ 26, 223 P.3d 664, 669 (2010); *Aspell v. Am.*
13 *Contract Bridge League of Memphis, Tenn.*, 122 Ariz. 399, 402 (App. 1979). Plaintiff
14 does not identify any independent legal duty imposed on these Individual Association
15 Defendants apart from the contractual governance structure of the Association. Their
16 alleged duties regarding nuisance enforcement, records access, elections, and
17 communications exist, if at all, because of the CC&Rs and statutory provisions governing
18 homeowners associations. They are not general duties owed to Plaintiff independent of
19 that contractual relationship.

23 Moreover, Arizona courts have expressly held that neither a homeowners
24 association nor its board members owe a special or fiduciary duty to an individual
25 homeowner beyond the contractual relationship. *Rohde v. Beztak of Ariz., Inc.*, 164 Ariz.
26 383, 386 (App. 1990). Absent a recognized special relationship or independent legal duty,
27
28

1 there is no basis for imposing personal tort liability on board members or management
2 personnel for actions taken within the scope of HOA governance.

3
4 To the extent Plaintiff attempts to base negligence on alleged “intentional
5 misrepresentation, fraud, and deceptive conduct,”⁹ such allegations sound in intentional
6 tort, not negligence. Negligence requires careless conduct, not intentional acts. *See Hutto*,
7 210 Ariz. at 90 ¶ 8. Plaintiff cannot simultaneously characterize the same conduct as both
8 intentional fraud and negligent conduct without pleading separate, legally cognizable
9 duties and factual bases for each. Conclusory assertions that Defendants failed to “act
10 reasonably and truthfully” after receiving notice of potential harm¹⁰ do not establish the
11 existence of a duty independent of the contractual governance framework.
12
13

14 Additionally, the Arizona Court of Appeals and subsequent February 3 ruling
15 affirmation eliminated contract-based claims against these individual and management
16 Defendants. Because their alleged authority and responsibilities derive solely from the
17 Association’s governing documents, and because those contract-based theories have
18 already been dismissed, Plaintiff cannot now repackage the same governance disputes as
19 personal negligence claims in tort. Arizona law does not permit a plaintiff to circumvent
20 dismissal of contract claims by relabeling them as negligence absent an independent duty
21 recognized by law. *Flagstaff Affordable Hous.*, 223 Ariz. at 325 ¶ 26.
22
23

24 Even assuming arguendo that a duty existed, Plaintiff fails to plausibly allege
25
26

27 ⁹ Am. Compl. ¶ 34(a).

28 ¹⁰ *See Id.* at ¶ 33.

1 breach and causation. The complained-of conduct, enforcement escalation,
2 communications with agencies, litigation positions, and decisions regarding records and
3 meetings,¹¹ are actions undertaken within the scope of HOA governance and in connection
4 with ongoing disputes. Disagreement with enforcement decisions or litigation strategy
5 does not establish careless conduct creating an unreasonable risk of physical harm.
6

7
8 Plaintiff further alleges damages including loss of insurance coverage, interruption
9 of medical care, threats to benefits, emotional distress, and housing instability.¹²
10 However, she fails to allege facts establishing that these harms were proximately caused
11 by negligent acts of these Individual Association Defendants rather than by independent
12 third-party decisions, contractual disputes, or Plaintiff's own circumstances. Conclusory
13 assertions that such harms were "foreseeable" and would not have occurred "but for"
14 Defendants' conduct are insufficient to satisfy Arizona's causation requirements.¹³ See
15 *Gipson*, 214 Ariz. at 143 ¶ 9 (requiring proof of causation as an essential element).
16
17

18 Because Plaintiff fails to establish an independent duty owed by the Individual
19 Association Defendant and Management Defendants apart from the contractual
20 governance structure of the Association, and because she fails to plausibly allege breach,
21 causation, and legally cognizable damages, Count IX fails as a matter of law and must be
22 dismissed.
23

24 ///
25
26

27 ¹¹ *Id.* at ¶ 32.

28 ¹² *Id.* at ¶ 37.

¹³ *Id.* at ¶ 36.

1 **J. Count X – Gross Negligence – Against the Individual Association**
2 **Defendant and Management Defendants – Fails as a Matter of**
3 **Law.**

4 Count X is, again, a repackaged version of Count IV asserted against a narrower
5 subset of overlapping Defendants. The factual predicates are materially identical.
6 Compare Am. Compl. ¶ 11 (alleging reckless indifference and conscious disregard based
7 on failure to address sanitation concerns and enforcement matters) with Am. Compl. ¶¶
8 38-47 (alleging reckless disregard based on alleged misrepresentations, enforcement
9 escalation, obstruction of architectural approvals, and failure to remediate hazards). Both
10 counts rely on the same underlying theory, that Defendants failed to respond appropriately
11 to alleged health and safety concerns and governance disputes, and that such conduct
12 resulted in mold exposure, loss of funding, emotional distress, and housing instability. See
13 Am. Compl. ¶ 12 and ¶¶ 48, 50-51. Plaintiff cannot avoid dismissal of Count IV by
14 duplicating the same gross negligence theory under a different count number and limiting
15 it to certain overlapping Defendants while relying on the same operative facts and
16 damages allegations. Because Count X merely restates the allegations of Count IV without
17 identifying a distinct duty, separate breach, or new damages theory, it fails for the same
18 reasons set forth in Defendants’ challenge to Count IV.

19 Furthermore, under Arizona law, gross negligence requires proof of conduct that is
20 substantially more than ordinary negligence. It is “action or inaction with reckless
21 indifference to the result or the rights or safety of others.” *Walls v. Ariz. Dep’t of Pub.*
22 *Safety*, 170 Ariz. 591, 595 (App. 1991). To establish gross negligence, a plaintiff must
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1 show that the defendant knew or had reason to know of facts creating a high degree of risk
2 of substantial harm and nevertheless consciously disregarded that risk. *Id.*; *see also*
3 *Rawlings v. Apodaca*, 151 Ariz. 149, 158 (1986) (requiring proof of a conscious disregard
4 of substantial risk for punitive-type conduct).
5

6 As a threshold matter, the existence of a duty is a question of law. *Gipson v. Kasey*,
7 214 Ariz. 141, 143 ¶ 9 (2007). Plaintiff alleges that these Individual Association
8 Defendants owed her a duty of care arising from their personal control over enforcement,
9 communications, and decisions affecting housing stability. Am. Compl. ¶ 32. She further
10 alleges that they were required to “act reasonably and truthfully once they had actual
11 notice that their actions could foreseeably cause serious harm.” *Id.* at ¶ 33.
12

13
14 However, any authority exercised by the Individual Association Defendant and
15 Management Defendants existed solely by virtue of their roles within the Association’s
16 governance structure. The duties referenced in the Amended Complaint arise, if at all,
17 from the CC&Rs and statutory HOA provisions, not from any independent tort-based
18 obligation owed personally to Plaintiff. Recorded CC&Rs constitute a contract between
19 the Association and its members. *Ahwatukee Custom Estates Mgmt. Ass’n v. Turner*, 196
20 Ariz. 631, 634 (App. 2000); *Horton v. Mitchell*, 200 Ariz. 523, 525 ¶ 8 (App. 2001).
21
22 Arizona law is clear that a breach of contract does not give rise to tort liability absent an
23 independent legal duty. *Flagstaff Affordable Hous. Ltd. P’ship v. Design Alliance, Inc.*,
24 223 Ariz. 320, 325 ¶ 26 (2010); *Aspell v. Am. Contract Bridge League of Memphis, Tenn.*,
25 122 Ariz. 399, 402 (App. 1979).
26
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1 Plaintiff alleges that Defendants knowingly made false or misleading statements to
2 law enforcement and agencies, mischaracterized her conduct, and obstructed access to
3 architectural approval forms. Am. Compl. ¶¶ 39-47. Even assuming the truth of those
4 allegations, they do not establish the existence of an independent legal duty in tort.
5
6 Communications with law enforcement, litigation positions, and decisions concerning
7 HOA forms and architectural approvals fall within the scope of governance and dispute
8 resolution. Disagreements over governance decisions or escalation of enforcement do not,
9 without more, create a tort duty separate from the contractual framework governing the
10 parties' relationship.
11

12
13 Further, Plaintiff's allegations repeatedly characterize the conduct as intentional or
14 deceptive. Am. Compl. ¶¶ 39-43 (*alleging knowingly false statements and intentional*
15 *misrepresentations*). Intentional misconduct and fraud-based theories are distinct from
16 negligence. Gross negligence is an aggravated form of negligence, not an intentional tort.
17
18 Plaintiff cannot recast alleged intentional misrepresentation as gross negligence without
19 establishing careless conduct rising to reckless indifference under Arizona law.
20

21 Plaintiff also alleges that Defendants had "actual knowledge" of risks related to
22 mold exposure and potential harm to her and her children. Am. Compl. ¶ 39. She asserts
23 that they consciously disregarded those risks by escalating enforcement and involving
24 police rather than providing architectural forms. Am. Compl. ¶¶ 41-46. However, the
25 provision of architectural forms and approval processes is governed by the CC&Rs and
26 HOA procedures. Delays, disputes, or enforcement disagreements, even if frustrating, do
27
28

1 not automatically constitute reckless indifference to a substantial and unjustifiable risk of
2 physical harm.

3
4 Moreover, Plaintiff alleges that Defendants' conduct caused loss of remediation
5 funding, extended mold exposure, displacement, insurance instability, emotional distress,
6 and financial harm. Am. Compl. ¶ 48. These alleged harms depend on a chain of causation
7 involving independent third-party actors, funding decisions, and Plaintiff's own
8 circumstances. Conclusory assertions that Defendants' actions were a "direct and
9 proximate cause" of such damages¹⁴ are insufficient absent well-pleaded facts establishing
10 that these Individual Association Defendants' conduct created a high probability of
11 substantial harm and that they consciously disregarded that probability. *See Gipson*, 214
12 Ariz. at 143 ¶ 9 (requiring proof of causation as an essential element).

13
14 Finally, Plaintiff alleges that Defendants acted with "conscious indifference" and
15 an "evil mind" warranting punitive damages. Am. Compl. ¶¶ 50-51. Under Arizona law,
16 punitive damages require clear and convincing evidence that the defendant acted with an
17 "evil mind," meaning either intent to cause harm or conscious disregard of a substantial
18 risk of significant harm. *Rawlings*, 151 Ariz. at 162. The allegations here, at most, describe
19 governance disputes, enforcement escalation, and contested communications. They do not
20 plausibly establish conduct so egregious that it rises to the level of gross negligence or
21 punitive-eligible recklessness as defined by Arizona precedent.

22
23 Because Plaintiff fails to establish an independent tort duty owed personally by the
24
25

26
27
28 ¹⁴ *Id.* at ¶ 49.

1 Individual Association Defendant and Management Defendants; fails to plausibly allege
2 reckless indifference to a known substantial risk; and fails to establish legally sufficient
3 causation, Count X fails as a matter of law and should be dismissed.
4

5 **K. Count XI – Intentional Torts – Against the Individual**
6 **Association Defendant and Management Defendants – Fails as a**
7 **Matter of Law.**

8 Count XI is, again, a repackaged version of Count V asserted against a narrower
9 subset of overlapping Defendants. The factual predicates are materially identical.
10 Compare Am. Compl. ¶¶ 13-21 (alleging abuse of process, intentional interference,
11 obstruction of statutory rights, coordinated conduct, and conspiracy arising from
12 enforcement activity and governance decisions) with Am. Compl. ¶¶ 52-58 (alleging
13 intentional interference with housing stability, abuse of authority, misuse of third parties,
14 and personal liability based on the same enforcement, election, and communications-
15 related conduct). Both counts arise from alleged enforcement escalation, records access
16 disputes, communications with third parties, and governance actions undertaken within
17 the context of Association administration. Plaintiff cannot avoid dismissal by duplicating
18 the same intentional tort theory under a different count number while relying on the same
19 conduct and alleged harms. Because Count V merely repackages the same intentional tort
20 allegations asserted in Count XI without identifying a distinct underlying tort, separate
21 duty, or new factual basis, it fails for the same reasons set forth in Defendants' challenge
22 to Count XI.
23
24
25
26

27 Furthermore, to state a claim for an intentional tort under Arizona law, a plaintiff
28

1 must allege facts showing that the defendant acted with the purpose of causing a particular
2 result or with knowledge that the result was substantially certain to occur. Restatement
3 (Second) of Torts § 8A (1965); *see also Rawlings v. Apodaca*, 151 Ariz. 149, 162 (1986)
4 (intentional misconduct requires proof of an “evil mind,” meaning intent to injure or
5 conscious pursuit of conduct knowing it creates a substantial risk of significant harm).
6 Conclutory allegations of intentional wrongdoing are insufficient; the complaint must
7 plead specific facts demonstrating purposeful, unlawful conduct.
8
9

10 Plaintiff alleges that the Individual Association Defendant and Management
11 Defendants “intentionally and purposefully engaged in conduct designed to harm,
12 intimidate, or coerce” her. Am. Compl. ¶ 52. She characterizes their conduct as intentional
13 interference with housing stability, intentional infliction of emotional distress, abuse of
14 authority, and misuse of third parties. *Id.* These assertions are labels and conclusions. They
15 do not identify a specific, recognized intentional tort with its required elements, nor do
16 they allege facts establishing the intent necessary to support such claims.
17
18

19 Plaintiff further alleges that the acts were “not within any legitimate HOA
20 function.” Am. Compl. ¶ 53. However, the conduct described, governance decisions,
21 enforcement escalation, communications during disputes, and election-related activity,
22 falls squarely within the scope of HOA administration and governance. Merely labeling
23 such conduct as “weaponizing governance mechanisms”¹⁵ does not remove it from the
24 realm of Association activity. Disagreement with enforcement decisions or internal
25
26
27

28 ¹⁵ *Id.* at ¶ 52.

1 governance processes does not transform those acts into independent intentional torts.

2 Plaintiff next alleges that Defendants' intentional conduct caused loss of insurance
3 and medical access, jeopardy to children's benefits, emotional distress, and housing
4 instability. Am. Compl. ¶ 54. However, proximate cause requires more than speculation
5 that adverse life circumstances followed contentious homeowner association interactions.
6
7 *See Gipson v. Kasey*, 214 Ariz. 141, 143 ¶ 9 (2007) (causation is an essential element of
8 any tort). The alleged harms involve intervening decisions by insurers, agencies, funding
9 entities, and Plaintiff's own circumstances. Conclusory statements that Defendants'
10 actions were the "direct and proximate cause" of such consequences are insufficient
11 without well-pleaded facts establishing that Defendants intended those results or knew
12 they were substantially certain to occur.
13
14

15 Plaintiff also alleges that Defendants are personally liable because they "personally
16 committed, authorized, ratified, or knowingly failed to prevent the tortious conduct
17 alleged". Am. Compl. ¶ 56. Under Arizona law, corporate officers or agents may be
18 individually liable only for torts in which they personally participate. However, liability
19 still depends on the existence of an underlying tort. Where the alleged conduct consists of
20 governance decisions, enforcement actions, and communications within the context of
21 Association operations, and where no independent tort is adequately pled, there is no basis
22 for personal tort liability.
23
24

25 Plaintiff further asserts that Defendants' actions "exceeded the scope of any lawful
26 HOA role." Am. Compl. ¶ 57. This is a legal conclusion, not a factual allegation. Whether
27
28

1 conduct falls within the scope of agency or governance authority is determined by the
2 nature of the acts, not by Plaintiff's characterization of them. The acts described in ¶¶ 52-
3 55, enforcement escalation, election-related activity, and communications with third
4 parties, are inherently tied to Association governance and dispute management.
5

6 Finally, Plaintiff states that these claims are asserted "solely as tort claims." Am.
7 Compl. ¶ 58. However, merely labeling claims as torts does not create an independent tort
8 duty where the relationship between the parties is governed by contract and HOA
9 governing documents. Arizona law does not permit a plaintiff to repackage governance
10 disputes or alleged contractual breaches as intentional torts absent a duty imposed by law
11 independent of the contractual relationship. *Flagstaff Affordable Hous. Ltd. P'ship v.*
12 *Design Alliance, Inc.*, 223 Ariz. 320, 325 ¶ 26 (2010); *Aspell v. Am. Contract Bridge*
13 *League of Memphis, Tenn.*, 122 Ariz. 399, 402 (App. 1979).
14
15
16

17 Because Plaintiff fails to identify and plead the elements of any specific intentional
18 tort; fails to allege facts establishing purposeful conduct intended to cause harm or conduct
19 undertaken with knowledge that harm was substantially certain to occur; and fails to
20 establish legally sufficient causation, Count XI fails to state a claim against the Individual
21 Association Defendant and the Management Defendants and should be dismissed as a
22 matter of law.
23

24 **A. WITNESSES - RULE 26.1(a)(3).**

25
26 1. Rule 30(b)(6) Representative for Gardens Gilbert Community Association,
27 c/o Undersigned Counsel. This designated representative is expected to testify regarding
28

1 the Association's governance, maintenance of common areas, implementation of
2 community rules, and the Association's compliance with its obligations under the CC&Rs
3 and Arizona law, as well as matters related to the claims and defenses at issue in this
4 litigation.
5

6 2. Sandra Rodriguez, individually, expected to testify regarding her ownership
7 within the Gardens Gilbert Community, her observations of the property and maintenance
8 activities, her communications with the Association and its management, and the factual
9 basis of her claims for negligence, gross negligence, and intentional torts, as well as
10 matters related to the claims and defenses at issue in this litigation.
11

12 3. Rule 30(b)(6) Representative for Focus HOA Management, LLC, c/o
13 *Undersigned Counsel*. This designated representative is expected to testify regarding the
14 Association's governance, maintenance of common areas, implementation of community
15 rules, and the Association's compliance with its obligations under the CC&Rs and
16 Arizona law, as well as matters related to the claims and defenses at issue in this litigation.
17
18

19 4. Harman Cadis, individually, c/o *Undersigned Counsel*. This witness is
20 expected to testify regarding the Association's governance, maintenance of common
21 areas, implementation of community rules, and the Association's compliance with its
22 obligations under the CC&Rs and Arizona law, as well as matters related to the claims
23 and defenses at issue in this litigation.
24

25 5. Brooke Sortor, individually, c/o *Undersigned Counsel*. This witness is
26 expected to testify regarding the Association's governance, maintenance of common
27
28

1 areas, implementation of community rules, and the Association's compliance with its
2 obligations under the CC&Rs and Arizona law, as well as matters related to the claims
3 and defenses at issue in this litigation.
4

5 6. Anna Schultz, individually, c/o Undersigned Counsel. This witness is
6 expected to testify regarding the Association's governance, maintenance of common
7 areas, implementation of community rules, and the Association's compliance with its
8 obligations under the CC&Rs and Arizona law, as well as matters related to the claims
9 and defenses at issue in this litigation.
10

11 7. Current and Former Board Members of the Gardens Gilbert Community
12 Association, c/o Undersigned Counsel to include but not limited to:
13

14 2019-2020 (as of 11/14/2019 and 2020):

- 15 • Nicole Winslow - President
- 16 • Anna Foss-Schultz - Vice President
- 17 • Aubrey Fox - Secretary
- 18 • Sarah Herrera - Treasurer
- 19 • Hailey Wells Brigham - Member at Large

20 2021:

- 21 • Joshua Dick - President
- 22 • Anna Foss-Schultz - Vice President
- 23 • Sarah Herrera - Treasurer
- 24 • Hailey Brigham - Member at Large

25 2022:

- 26 • Joshua Dick - President
- 27 • Anna Foss-Schultz - Vice President
- 28 • Sarah Herrera - Treasurer

29 2023:

- 30 • Anna Foss-Schultz - President
- 31 • Sarah Herrera - Treasurer
- 32 • Cory Krebs - Vice President

33 2024:

- Anna Schultz - President
- Sarah Herrera – Treasurer
- Kristene Celaya – Secretary
- Coyan Bidwell – Member at Large

2025 / Current:

- Anna Schultz – President
- Sarah Herrera – Vice President
- Kristene Celaya – Secretary
- Jennifer Watkins – Member at Large

8. Ex parte contact with any such witness (current and/or former board member or officer of the Association), any other employee, former employee, former managing agent, employee or former employee thereof is prohibited without the express consent and/or presence of the Association’s counsel. *See Lang v. Superior Court*, 826 P.2d 1228, 1230 (App. 1992).

9. Adult son of Plaintiff Sandra Rodriguez (name to be disclosed by Plaintiff), expected to testify regarding his observations of the property conditions, including but not limited to alleged structural, environmental, or maintenance-related issues, and any opinions or statements he made to Plaintiff concerning the condition of the property, as well as damages or matters related to the claims and defenses at issue in this litigation.

10. Onsite witnesses (if any) yet to be identified.

11. Defendants reserve the right to identify and call as foundation witnesses any witness identified in the documents, photographs and records disclosed herewith, discovered hereafter, or any witness necessary for establishing foundation for any evidence, including expert witnesses, unless otherwise objected to by Defendant.

12. Defendants also reserve the right to call to testify any witness or witnesses

1 identified and disclosed by Plaintiff or other defendants, unless otherwise objected to by
2 Defendants.

3
4 Discovery is ongoing and subject to further supplementation.

5 **B. PERSONS WITH KNOWLEDGE OR INFORMATION - RULE**
6 **26.1(a)(4).**

7 None, other than those disclosed herein. Discovery is ongoing and Defendants will
8 supplement as necessary.

9
10 **C. PERSONS WHO HAVE GIVEN STATEMENTS - RULE 26.1(a)(5).**

11 Defendants are currently unaware of anyone who has given statements in this
12 matter, other than matters otherwise disclosed herein. Discovery is ongoing and
13 Defendants will supplement as necessary.

14
15 **D. EXPERT WITNESS DISCLOSURE - RULE 26.1(a)(6).**

16 *Defendants do not anticipate the need or use of expert opinion testimony at this*
17 *time, but nonetheless reserves the right to supplement this section and disclosure,*
18 *accordingly, as discovery progresses.*

19
20 Defendants may call expert witnesses in the following subject areas, including but
21 not limited to:

- 22
23 • homeowners' association governance, management practices, and industry
24 standards;
25 • interpretation, enforcement, and administration of CC&Rs and planned community
26 obligations under Arizona law;
27 • property management practices and reasonable standards of care applicable to
28 community associations and their managing agents;

- 1 • corporate governance, records retention practices, and statutory compliance under
- 2 A.R.S. Title 33;
- 3 • maintenance, inspection, and condition of common areas within planned
- 4 communities;
- 5 • environmental, sanitation, or nuisance-related conditions, including but not limited
- 6 to alleged pet waste, odors, vegetation, or general cleanliness;
- 7 • mold, water intrusion, and environmental health conditions, including causation
- 8 and remediation standards;
- 9 • medical or health-related issues, including causation of alleged injuries or
- 10 conditions;
- 11 • property damage, valuation, and alleged diminution in value;
- 12 • insurance coverage, underwriting, and claims handling practices;
- 13 • damages, including economic loss, causation, and mitigation; and
- 14 • law enforcement practices, incident response, and communications with public
- 15 agencies.

16 Defendants reserve the right to call any expert witnesses disclosed by Plaintiff or
17 any other party, and to designate rebuttal experts as necessary. Defendants will
18 supplement this disclosure in accordance with Rule 26.1 as discovery progresses.

19
20 **E. COMPUTATION OF DAMAGES - RULE 26.1(a)(7).**

21 Plaintiff alleges damages. Defendants reserve the right to request an award of
22 attorney's fees and/or costs upon prevailing in this matter as authorized by applicable
23 substantive, statutory and procedural Arizona law.
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25
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1 **F. DOCUMENTS AND TANGIBLE EVIDENCE - RULE 26.1(a)(8).**

- 2 1. All documents disclosed or attached to any and all disclosure statements
3 exchanged by any party herein this action pursuant to Rule 26.1, Ariz. R. Civ.
4 P.
5
- 6 2. All documents produced in response to any and all discovery undertaken and
7 propounded by the parties herein this matter pursuant to Rules 33 through 36,
8 Ariz. R. Civ. P.
9
- 10 3. All correspondences and communications by and between the parties and/or
11 exchanged through respective counsel.
12
- 13 4. All pleadings and accompanying exhibits filed by any party herein this action
14 to date.
15
- 16 5. Rulings and minute entry orders of the Court in this action.
17
- 18 6. All other documents or correspondences disclosed between the parties or
19 deposition transcripts and demonstrative evidence discovered during discovery.
20
- 21 7. Declaration of Covenants, Conditions, Restrictions and Easements for the
22 Gardens [Bates Labeled as GARDENS0001-GARDENS0066].
23
- 24 8. Bylaws of Gardens Gilbert Community Association [Bates Labeled as
25 GARDENS0067-0078].
26
- 27 9. Gardens Gilbert Community Association Insurance Policy [Bates Labeled as
28 GARDENS0079-0197].

1 The coverage is limited to \$1,000,000. This disclosure of information is subject to all
2 rights and objections pursuant to Rule 411, Ariz. R. Evid., and applicable evidentiary,
3 substantive or procedural rules including Rule 26.1(a)(10), Ariz. R. Civ. P. ("Information
4 concerning an insurance policy, indemnity agreement, or suretyship agreement is not
5 admissible in evidence merely because it is disclosed under this rule.").

7
8 **II. PRODUCTION OF DOCUMENTS (HARD COPIES AND ESI) - RULE 26.1(b).**

9 All of the documents and records specifically identified hereinabove as
10 individually paginated and Bates-numbered documents produced with this disclosure.

11
12 DATED this 13th day of April, 2026.

13 **SHAW & LINES, LLC**

14 */s/ Dominick D. Detente*

15 Augustus H. Shaw IV, Esq.

16 Dominick D. Detente, Esq.

17 1490 South Price Road, Suite 318

18 Chandler, Arizona 85286

Counsel for Defendant

19 ORIGINAL of the foregoing e-mailed and mailed
20 this 13th day of April, 2026 to:

21 Sandra Rodriguez

22 4375 East Betsy Lane

23 Gilbert, Arizona 85296

sandra.rodriguez0339@gmail.com

Plaintiff, Pro Per

24 By: /s/ Diane Fincher

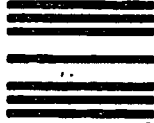
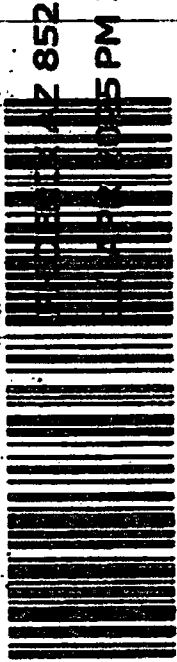
EXHIBIT 15

Focus HOA Management
4135 S Power Rd. Suite 133
Mesa, AZ 85212

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CERTIFIED MAIL



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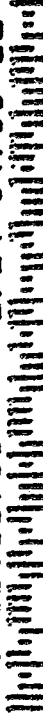
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PS Form 3800, January 2023 (with PSN) PSN 7530-01-000-9000

DELIVERED TO ADDRESSEE

EXHIBIT 16

1 and without waiving all rights and these objections, the Association hereby responds
2 to each of the following discovery requests, reserving and incorporating this overall
3 objection. Documents identified, disclosed and produced herewith may be
4 duplicates of what has been identified, disclosed and produced previously, but
5 identified and produced herewith again for purposes of responding specifically to
6 these discovery requests.

7 Each of the following responses and objections are made without waiving any
8 objections either Defendant may have to the subsequent use of the responses to these
9 Discovery Requests. Defendants specifically and separately reserve the following: (1) all
10 questions as to privilege, relevancy, materiality, and admissibility of its responses; (2) the
11 right to object to the use of its responses in any proceeding on any or all of the grounds as
12 set forth herein or on any other proper ground; (3) the right to object on any and all proper
13 grounds, at all times, to other discovery procedures involving or related to its responses or
14 documents; and (4) the right, at any time, upon proper showing to revise, correct, or clarify
15 any of the following responses and objections.

16 Defendants do not concede the relevance of these Discovery Requests, nor the
17 relevancy or admissibility of any information or document provided in response to the
18 same. *The fact that information is provided in response to a particular request for*
19 *admission or interrogatory does not mean that it is probative of any particular issue in this*
20 *case.*

21 Defendants further object to each Interrogatory, Request for Production, and
22 Request for Admission to the extent it exceeds the numerical limits imposed by Ariz. R.
23 Civ. P. 26.2(f).

24 This action has been previously been designated a Tier 1 discovery case by the
25 Superior Court. In its November 12, 2025 minute entry and Scheduling Order, the Court
26 ordered that "This case is assigned to discovery Tier 1 pursuant to Rule 26.2."

27 Accordingly, discovery in this matter was governed by Ariz. R. Civ. P. 26.2(f)(1),
28 which limits discovery per side (plaintiffs collectively and defendants collectively) in a
29 Tier 1 case to five (5) total hours of fact-witness depositions, five (5) Rule 33
30

1 interrogatories, five (5) Rule 34 requests for production, ten (10) Rule 36 requests for
2 admission, absent court order permitting additional discovery for good cause shown.

3 Plaintiff's previous discovery requests dated December 1, 2025 exceed the
4 numerical limits permitted under Rule 26.2(f)(1). Defendants therefore objected to any
5 discovery request that exceeded the applicable Tier 1 limits as improper, unauthorized,
6 and in violation of the Arizona Rules of Civil Procedure.

7 Without waiving these objections, and solely to avoid unnecessary motion practice,
8 Defendants had responded on December 23, 2025, only to the first permitted number of
9 discovery requests within each category as allowed under Ariz. R. Civ. P.26.2 (f)(1), and
10 expressly object to and decline to respond to any requests beyond those limits unless and
11 until the Court orders otherwise.

12 This action has now been designated a Tier 3 discovery case by the Superior Court.
13 In its February 3, 2026 minute entry and Scheduling Order, the Court ordered that "This
14 case is now assigned to discovery Tier 3 pursuant to Rule 26.2."

15 Accordingly, discovery in this matter is now governed by Ariz. R. Civ. P.
16 26.2(f)(3), which limits discovery per side (plaintiffs collectively and defendants
17 collectively) in a Tier 3 case to twenty (20) Rule 33 interrogatories, ten (10) Rule 34
18 requests for production, twenty (20) Rule 36 requests for admission, absent court order
19 permitting additional discovery for good cause shown.

20 Plaintiff's renewed discovery requests dated December 22, 2025, March 2, 2026,
21 and March 3, 2026, exceed the numerical limits permitted under Ariz. R. Civ. P.
22 26.2(f)(3). Defendants therefore objected to any discovery request that exceeded the
23 applicable Tier 3 limits as improper, unauthorized, and in violation of the Arizona Rules
24 of Civil Procedure.

25 Subject to and without waiving the foregoing objections, and solely to avoid
26 unnecessary motion practice, Defendants now respond again, only to the first permitted
27 number of discovery requests within each category as allowed under Ariz. R. Civ. P.
28 26.2(f)(3), and expressly object to and decline to respond to any requests beyond those
29 limits unless and until the Court orders otherwise.

30 ///

- 1 • Cory Krebs - Vice President

2 2024:

- 3 • Anna Schultz - President
4 • Sarah Herrera - Treasurer
5 • Kristene Celaya - Secretary
6 • Coyan Bidwell - Member at Large

7 2025 / Current:

- 8 • Anna Schultz - President
9 • Sarah Herrera - Vice President
10 • Kristene Celaya - Secretary
11 • Jennifer Watkins - Member at Large

12 Please see the attached Defendants' First Supplemental Disclosure Statement
13 to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P.,
14 and potential subsequent Disclosure Statements, reflecting the same.

15 2. Produce all documents identifying personal, professional, or familial
16 relationships between: GGCA Board members.

17 **RESPONSE:** Defendants object because this Request is overly broad,
18 irrelevant, and not proportional to the needs of the case. The Request is not
19 limited by time, subject matter, or any connection to the claims or defenses
20 at issue and instead seeks sweeping personal information regarding Board
21 members that has no bearing on Plaintiff's negligence, contract, or statutory
22 claims. The Request appears designed to probe for speculation rather than to
23 obtain non-privileged information relevant to any pleaded issue.

24 Additionally, the Request fails to identify any factual basis suggesting that
25 alleged "personal, professional, or familial relationships" between Board
26 members are relevant to liability, damages, or any element of Plaintiff's
27 remaining claims. Discovery is not permitted for purposes of harassment,
28 character exploration, or fishing expeditions unrelated to the merits. *See* Ariz.
29 R. Civ. P. 26(b)(1).

30 Defendants further object to this Request on the grounds that it is compound
and not reasonably particularized, as it combines multiple distinct categories
of individuals and entities, including GGCA Board members, Focus HOA
employees, vendors, election volunteers, Facebook group administrators or
moderators, and committee members, into a single Request for Production.

1 Defendants will respond to each category separately and subject to the
2 objections set forth herein.

3 Subject to and without waiving the foregoing objections, after reasonable
4 inquiry, Defendants are not aware of any non-privileged documents
5 maintained in the ordinary course of business that identify personal,
6 professional, or familial relationships between Board members.

7 Accordingly, no additional documents are produced in response to this
8 Request.

9 3. Produce all documents identifying personal, professional, or familial
10 relationships between: Focus HOA employees.

11 **RESPONSE:** Defendants object because this Request is overly broad,
12 irrelevant, and not proportional to the needs of the case. The Request is not
13 limited by time, subject matter, or any connection to the claims or defenses
14 at issue and instead seeks sweeping personal information regarding Focus
15 HOA employees that has no bearing on Plaintiff's negligence, contract, or
16 statutory claims. The Request appears designed to probe for speculation
17 rather than to obtain non-privileged information relevant to any pleaded
18 issue.

19 Additionally, the Request fails to identify any factual basis suggesting that
20 alleged "personal, professional, or familial relationships" between Focus
21 HOA employees are relevant to liability, damages, or any element of
22 Plaintiff's remaining claims. Discovery is not permitted for purposes of
23 harassment, character exploration, or fishing expeditions unrelated to the
24 merits. *See* Ariz. R. Civ. P. 26(b)(1).

25 Defendants further object to this Request on the grounds that it is compound
26 and not reasonably particularized, as it combines multiple distinct categories
27 of individuals and entities, including GGCA Board members, Focus HOA
28 employees, vendors, election volunteers, Facebook group administrators or
29 moderators, and committee members, into a single Request for Production.
30 Defendants will respond to each category separately and subject to the
objections set forth herein.

Subject to and without waiving the foregoing objections, after reasonable
inquiry, Defendants are not aware of any non-privileged documents
maintained in the ordinary course of business that identify personal,
professional, or familial relationships between Focus HOA employees.

Accordingly, no additional documents are produced in response to this
Request.

1
2 4. Produce all documents identifying personal, professional, or familial
3 relationships between: vendors.

4 **RESPONSE:** Defendants object because this Request is overly broad,
5 irrelevant, and not proportional to the needs of the case. The Request is not
6 limited by time, subject matter, or any connection to the claims or defenses at
7 issue and instead seeks sweeping personal information regarding vendors that
8 has no bearing on Plaintiff's negligence, contract, or statutory claims. The
9 Request appears designed to probe for speculation rather than to obtain non-
10 privileged information relevant to any pleaded issue.

11 Additionally, the Request fails to identify any factual basis suggesting that
12 alleged "personal, professional, or familial relationships" between vendors
13 are relevant to liability, damages, or any element of Plaintiff's remaining
14 claims. Discovery is not permitted for purposes of harassment, character
15 exploration, or fishing expeditions unrelated to the merits. *See* Ariz. R. Civ.
16 P. 26(b)(1).

17 Defendants further object to this Request on the grounds that it is compound
18 and not reasonably particularized, as it combines multiple distinct categories
19 of individuals and entities, including GGCA Board members, Focus HOA
20 employees, vendors, election volunteers, Facebook group administrators or
21 moderators, and committee members, into a single Request for Production.
22 Defendants will respond to each category separately and subject to the
23 objections set forth herein.

24 Subject to and without waiving the foregoing objections, after reasonable
25 inquiry, Defendants are not aware of any non-privileged documents
26 maintained in the ordinary course of business that identify personal,
27 professional, or familial relationships between vendors.

28 Accordingly, no additional documents are produced in response to this
29 Request.

30 5. Produce all documents identifying personal, professional, or familial
relationships between: election volunteers.

RESPONSE: Defendants object because this Request is overly broad,
irrelevant, and not proportional to the needs of the case. The Request is not
limited by time, subject matter, or any connection to the claims or defenses at
issue and instead seeks sweeping personal information regarding election
volunteers that has no bearing on Plaintiff's negligence, contract, or statutory

1 claims. The Request appears designed to probe for speculation rather than to
2 obtain non-privileged information relevant to any pleaded issue.

3 Additionally, the Request fails to identify any factual basis suggesting that
4 alleged "personal, professional, or familial relationships" between election
5 volunteers are relevant to liability, damages, or any element of Plaintiff's
6 remaining claims. Discovery is not permitted for purposes of harassment,
7 character exploration, or fishing expeditions unrelated to the merits. *See* Ariz.
8 R. Civ. P. 26(b)(1).

9 Defendants further object to this Request on the grounds that it is compound
10 and not reasonably particularized, as it combines multiple distinct categories
11 of individuals and entities, including GGCA Board members, Focus HOA
12 employees, vendors, election volunteers, Facebook group administrators or
13 moderators, and committee members, into a single Request for Production.
14 Defendants will respond to each category separately and subject to the
15 objections set forth herein.

16 Subject to and without waiving the foregoing objections, after reasonable
17 inquiry, Defendants are not aware of any non-privileged documents
18 maintained in the ordinary course of business that identify personal,
19 professional, or familial relationships between election volunteers.

20 Accordingly, no additional documents are produced in response to this
21 Request.

22 6. Produce all documents identifying personal, professional, or familial
23 relationships between: Facebook group administrators or moderators.

24 **RESPONSE:** Defendants object because this Request is overly broad,
25 irrelevant, and not proportional to the needs of the case. The Request is not
26 limited by time, subject matter, or any connection to the claims or defenses at
27 issue and instead seeks sweeping personal information regarding Facebook
28 group administrators or moderators that has no bearing on Plaintiff's
29 negligence, contract, or statutory claims. The Request appears designed to
30 probe for speculation rather than to obtain non-privileged information
relevant to any pleaded issue.

Additionally, the Request fails to identify any factual basis suggesting that
alleged "personal, professional, or familial relationships" between Facebook
group administrators or moderators are relevant to liability, damages, or any
element of Plaintiff's remaining claims. Discovery is not permitted for
purposes of harassment, character exploration, or fishing expeditions
unrelated to the merits. *See* Ariz. R. Civ. P. 26(b)(1).

1
2 Defendants further object to this Request on the grounds that it is compound
3 and not reasonably particularized, as it combines multiple distinct categories
4 of individuals and entities, including GGCA Board members, Focus HOA
5 employees, vendors, election volunteers, Facebook group administrators or
6 moderators, and committee members, into a single Request for Production.
7 Defendants will respond to each category separately and subject to the
8 objections set forth herein.

9 Subject to and without waiving the foregoing objections, after reasonable
10 inquiry, Defendants are not aware of any non-privileged documents
11 maintained in the ordinary course of business that identify personal,
12 professional, or familial relationships between Facebook group administrators
13 or moderators.

14 Accordingly, no additional documents are produced in response to this
15 Request.

16 7. Produce all documents identifying personal, professional, or familial
17 relationships between: committee members.

18 **RESPONSE:** Defendants object because this Request is overly broad,
19 irrelevant, and not proportional to the needs of the case. The Request is not
20 limited by time, subject matter, or any connection to the claims or defenses at
21 issue and instead seeks sweeping personal information regarding committee
22 members that has no bearing on Plaintiff's negligence, contract, or statutory
23 claims. The Request appears designed to probe for speculation rather than to
24 obtain non-privileged information relevant to any pleaded issue.

25 Additionally, the Request fails to identify any factual basis suggesting that
26 alleged "personal, professional, or familial relationships" between committee
27 members are relevant to liability, damages, or any element of Plaintiff's
28 remaining claims. Discovery is not permitted for purposes of harassment,
29 character exploration, or fishing expeditions unrelated to the merits. *See* Ariz.
30 R. Civ. P. 26(b)(1).

Defendants further object to this Request on the grounds that it is compound
and not reasonably particularized, as it combines multiple distinct categories
of individuals and entities, including GGCA Board members, Focus HOA
employees, vendors, election volunteers, Facebook group administrators or
moderators, and committee members, into a single Request for Production.
Defendants will respond to each category separately and subject to the
objections set forth herein.

1 Subject to and without waiving the foregoing objections, after reasonable
2 inquiry, Defendants are not aware of any non-privileged documents
3 maintained in the ordinary course of business that identify personal,
4 professional, or familial relationships between committee members.

5 Accordingly, no additional documents are produced in response to this
6 Request.

7 **8.** Produce all conflict-of-interest disclosures made by any Board Member,
8 management employee, or officer from 2019-present, including disclosures required
9 under: A.R.S. § 10-3830.

10 **RESPONSE:** Defendants object because this Request is overly broad,
11 irrelevant, and not proportional to the needs of the case. The Request is not
12 limited by subject matter or any connection to the claims or defenses at issue,
13 and therefore is not reasonably particularized. The Request appears designed
14 to probe for speculation rather than to obtain non-privileged information
15 relevant to any pleaded issue.

16 Defendants further object to the extent this Request seeks information that is
17 irrelevant to Plaintiff's remaining claims, including negligence, contract, and
18 statutory claims, and instead appears to be a fishing expedition into general
19 governance practices unrelated to the allegations in this action. *See* Ariz. R.
20 Civ. P. 26(b)(1). As such, discovery is not permitted for purposes of
21 harassment, character exploration, or fishing expeditions unrelated to the
22 merits. *Id.*

23 Defendants further object to this Request to the extent it is premised on an
24 incorrect characterization of A.R.S. § 10-3830, which does not require or
25 mandate the creation or maintenance of "conflict-of-interest disclosures," but
26 instead sets forth general standards of conduct for directors. Accordingly, the
27 Request seeks documents that are not required to exist under the cited statute.

28 Subject to and without waiving the foregoing objections, after reasonable
29 inquiry, Defendants are not aware of any non-privileged documents
30 maintained in the ordinary course of business that identify conflict-of-interest
disclosures made by any Board Member, management employee, or officer
from 2019-present, including disclosures required under A.R.S. § 10-3830.

Accordingly, no additional documents are produced in response to this
Request.

1 **9.** Produce all conflict-of-interest disclosures made by any Board Member,
2 management employee, or officer from 2019-present, including disclosures required
3 under: CC&Rs.

4 **RESPONSE:** Defendants object because this Request is overly broad,
5 irrelevant, and not proportional to the needs of the case. The Request is not
6 limited by subject matter or any connection to the claims or defenses at issue,
7 and therefore is not reasonably particularized. The Request appears designed
8 to probe for speculation rather than to obtain non-privileged information
9 relevant to any pleaded issue.

10 Defendants further object to the extent this Request seeks information that is
11 irrelevant to Plaintiff's remaining claims, including negligence, contract, and
12 statutory claims, and instead appears to be a fishing expedition into general
13 governance practices unrelated to the allegations in this action. *See* Ariz. R.
14 Civ. P. 26(b)(1). As such, discovery is not permitted for purposes of
15 harassment, character exploration, or fishing expeditions unrelated to the
16 merits. *Id.*

17 Defendants further object to this Request to the extent it is premised on the
18 assumption that the Association's governing documents, including the
19 Declaration of Covenants, Conditions, Restrictions, and Easements for The
20 Gardens recorded at Document No. 2002-0039460, and any subsequently
21 recorded amendments thereafter ("CC&Rs") require the creation or
22 maintenance of "conflict-of-interest disclosures." To the extent the CC&Rs
23 do not impose any such requirement, the Request seeks documents that are
24 not required by the Association's CC&Rs.

25 Subject to and without waiving the foregoing objections, after reasonable
26 inquiry, Defendants are not aware of any non-privileged documents
27 maintained in the ordinary course of business that identify conflict-of-interest
28 disclosures made by any Board Member, management employee, or officer
29 from 2019-present, including disclosures required under the CC&Rs.

30 Accordingly, no additional documents are produced in response to this
Request.

10. Produce all conflict-of-interest disclosures made by any Board Member,
management employee, or officer from 2019-present, including disclosures required
under: Bylaws.

1 **RESPONSE:** Defendants object because this Request is overly broad,
2 irrelevant, and not proportional to the needs of the case. The Request is not
3 limited by subject matter or any connection to the claims or defenses at issue,
4 and therefore is not reasonably particularized. The Request appears designed
5 to probe for speculation rather than to obtain non-privileged information
6 relevant to any pleaded issue.

7 Defendants further object to the extent this Request seeks information that is
8 irrelevant to Plaintiff's remaining claims, including negligence, contract, and
9 statutory claims, and instead appears to be a fishing expedition into general
10 governance practices unrelated to the allegations in this action. See Ariz. R.
11 Civ. P. 26(b)(1). As such, discovery is not permitted for purposes of
12 harassment, character exploration, or fishing expeditions unrelated to the
13 merits. *Id.*

14 Defendants further object to this Request to the extent it is premised on the
15 assumption that the Association's Bylaws require the creation or maintenance
16 of "conflict-of-interest disclosures." To the extent the Bylaws do not impose
17 any such requirement, the Request seeks documents that are not required by
18 the Association's Bylaws.

19 Subject to and without waiving the foregoing objections, after reasonable
20 inquiry, Defendants are not aware of any non-privileged documents
21 maintained in the ordinary course of business that identify conflict-of-interest
22 disclosures made by any Board Member, management employee, or officer
23 from 2019-present, including disclosures required under the Bylaws.

24 Accordingly, no additional documents are produced in response to this
25 Request.

26 Defendants further state that this action has been expressly designated a Tier
27 3 discovery case pursuant to Ariz. R. Civ. P. 26.2 by the Superior Court's
28 February 3, 2026 minute entry and Scheduling Order.

29 Accordingly, discovery in this matter is governed by Ariz. R. Civ. P.
30 26.2(f)(3), which limits each side in a Tier 3 case to ten (10) Requests for
Production, absent Court order permitting additional discovery for good
cause shown.

To the extent Plaintiff's Requests for Production exceed the numerical limits
permitted under Ariz. R. Civ. P. 26.2(f)(3), Defendants object and decline to
respond to any such additional requests. Without waiving those objections,
Defendants have responded only to the first ten Requests for Production as
required by the Arizona Rules of Civil Procedure. Defendants will not
provide further responses or productions beyond those limits unless and until
ordered by the Court.

1 **REQUESTS FOR ADMISSIONS**

2 1. Admit you made or circulated at least one allegation of fraud, misconduct,
3 noncompliance, or wrongdoing about Plaintiff Sandra Rodriguez.

4 Admit ___ Deny X

5
6 2. Admit you communicated at least one such allegation to a third party,
7 including but not limited to homeowners, vendors, management, or government agencies.

8 Admit ___ Deny X

9 **RESPONSE:** Defendants object to this Request on the grounds that it is vague
10 and ambiguous as to the phrase "one such allegation," including what specific
11 allegation is being referenced, and therefore is not reasonably particularized.

12 Subject to and without waiving the foregoing objection, Defendants construe this
13 Request as referring to the same allegations referenced in prior Requests for
14 Admission, and, so construed, deny.

15 3. Admit you did not conduct any investigation before making at least one
16 allegation against Plaintiff.

17 Admit ___ Deny X

18
19 4. Admit you cannot produce documentation supporting any accusation of
20 fraud or misconduct made about Plaintiff.

21 Admit ___ Deny X

22
23 5. Admit at least one statement made about Plaintiff was false, inaccurate, or
24 unsupported by evidence.

25 Admit ___ Deny X

26
27 6. Admit allegations made against Plaintiff were used to justify enforcement,
28 monitoring, or visits to Plaintiff's home.

29 Admit ___ Deny X

1 Rule 26(b)(3), Ariz. R. Civ. P., including communications and actions undertaken
2 by counsel in the course of legal representation. Such privileged matters are not
3 subject to disclosure or admission under Rule 36, Ariz. R. Civ. P.

4 **10. Admit at least one such report concerned allegations of fraud, misconduct,**
5 **safety issues, or wrongdoing.**

6 **Admit X Deny X**

7 **RESPONSE: Admit in part. Deny in part. Defendants admit that law enforcement**
8 **was contacted on one occasion, on May 2, 2025, law enforcement was contacted,**
9 **due to Plaintiff's conduct and related safety concerns, when Plaintiff refused to**
10 **leave Focus HOA Management's office. Defendants deny that any report or referral**
11 **alleged fraud beyond that specific incident.**

12 **11. Admit you cannot produce documentation that supported at least one such**
13 **report.**

14 **Admit Deny X**

15 **12. Admit no written notice was provided to Plaintiff regarding such reports.**

16 **Admit Deny X**

17 **RESPONSE: Defendants deny this Request as phrased. Defendants further**
18 **state that any communications or notices provided to Plaintiff were made in**
19 **accordance with applicable policies and procedures and/or as required under**
20 **the circumstances. To the extent this Request is vague as to the term "such**
21 **reports" or the type of "written notice" referenced, Defendants deny any**
22 **implication that notice was required but not provided.**

23 **13. Admit at least one report was made in response to Plaintiff asserting her**
24 **rights, making complaints, or requesting records (A.R.S. § 33-1805).**

25 **Admit Deny X**

26 **14. Admit at least one government-related report concerning Plaintiff was**
27 **initiated, drafted, or encouraged by association counsel.**

28 **RESPONSE: This Request seeks information protected by the attorney-client**
29 **privilege under A.R.S. § 12-2234 and the attorney work product doctrine under**
30

1 Rule 26(b)(3), Ariz. R. Civ. P., including communications and actions undertaken
2 by counsel in the course of legal representation. Such privileged matters are not
3 subject to disclosure or admission under Rule 36, Ariz. R. Civ. P.

4 15. Admit that at least one Defendant, agent, manager, board member, or vendor
5 visited or entered onto Plaintiff's property or the area immediately outside her property.

6 Admit ___ Deny X

7 **RESPONSE:** Defendants deny this Request as phrased. Defendants further state
8 that the Request is vague and ambiguous as to the terms "visited," "entered," and
9 "area immediately outside her property," and therefore cannot be admitted as
10 stated. To the extent Plaintiff refers to routine observations or presence in
11 common areas or other locations within the community, any such activity would
12 have been consistent with ordinary Association operations and does not constitute
13 entry onto Plaintiff's property.

14 16. Admit at least one visit occurred without Plaintiff's written consent.

15 Admit ___ Deny X

16 **RESPONSE:** Defendants deny this Request as phrased. Defendants further state
17 that the Request is vague and ambiguous as to the term "visit" and the scope of
18 "Plaintiff's property." Defendants further deny that any entry onto Plaintiff's
19 property, if any occurred, was improper or required written consent under the
20 applicable circumstances.

21 17. Admit you did not provide Plaintiff with written notice prior to at least one
22 visit.

23 Admit ___ Deny X

24 **RESPONSE:** Defendants deny this Request as phrased. Defendants further state
25 that the Request is vague and ambiguous as to the terms "visit" and fails to
26 identify the circumstances under which such "written notice" would be required.
27 Defendants deny any implication that written notice was required but not
28 provided.

29 18. Admit at least one visit was retaliatory, enforcement-related, or complaint-
30 triggered.

Admit ___ Deny X

1 Complaint served pursuant to Rule 26.1, Ariz. R. Civ. P., and potential
2 subsequent Disclosure Statements, which identify the persons known to
3 Association Defendant to have knowledge of facts relevant to the claims and
4 defenses in this action, as well as the general subject matter of such
knowledge.

5 Association Defendant's investigation and discovery is ongoing. Association
6 Defendant expressly reserves the right to supplement this response in
accordance with Rule 26(g), Ariz. R. Civ. P.

7 **INTERROGATORY NO. 2**

8 Identify all persons whom you expect to call as witnesses at trial and state the
9 subject matter on which each person is expected to testify.

10
11 **RESPONSE:** Association Defendant refers to and incorporates by reference
12 Section I(A) ("Witnesses") of Defendants' First Supplemental Disclosure
13 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
14 Civ. P., and potential subsequent Disclosure Statements, which identify the
15 individuals Association Defendant may call as witnesses at trial and states
16 the subject matter on which each person is expected to testify.

17 Per Section I(D) ("Expert Witness Disclosure") of Defendants' First
18 Supplemental Disclosure Statement to Amended Complaint, at this time,
19 Association Defendant does not expect to call any expert witnesses at trial.

20 Association Defendant's investigation and discovery is ongoing. Association
21 Defendant expressly reserves the right to supplement this response in
22 accordance with Rule 26(g), Ariz. R. Civ. P.

23 **INTERROGATORY NO. 3**

24 State the amount of any damages you claim in this lawsuit and describe the nature
25 of those damages.

26 **RESPONSE:** Association Defendant does not assert any claim for damages in
27 this action. As noted by the Court in its December 19, 2025 Minute Entry,
28 "[Plaintiff] argues Defendants failed to disclose damage information - but to
29 this Court's knowledge Defendant has not filed a counter-claim so Defendants
30 are not seeking damages." Association Defendant reserves the right to seek
taxable costs, attorneys' fees, and any other relief permitted by statute, rule,
contract, or the Association's governing documents to the extent Association
Defendant prevails.

1 Association Defendant's investigation and discovery is ongoing. Association
2 Defendant expressly reserves the right to supplement this response in
3 accordance with Rule 26(g), Ariz. R. Civ. P.

4 **INTERROGATORY NO. 4**

5 Identify all documents, electronic information, photographs, recordings, or other
6 tangible evidence that you believe relate to any claim or defense in this lawsuit, including
7 the location of such items and the name of the person having custody or control.

8 **RESPONSE:** Association Defendant refers to and incorporates by reference
9 Section I(F) ("Documents and Tangible Evidence"), Section I(G)
10 ("Electronically Stored Information"), and Section I(H) ("Insurance") of
11 Defendants' First Supplemental Disclosure Statement to Amended
12 Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential
13 subsequent Disclosure Statements, which identify the categories of
14 documents, electronically stored information, and tangible evidence known
to Association Defendant that may relate to the claims or defenses in this
action.

15 All documents and materials identified in Sections I(F)-(H) of Defendants'
16 First Supplemental Disclosure Statement to Amended Complaint have been
disclosed or otherwise produced to Plaintiff.

17 Association Defendant's investigation and discovery is ongoing. Association
18 Defendant expressly reserves the right to supplement this response in
19 accordance with Rule 26(g), Ariz. R. Civ. P.

20 **INTERROGATORY NO. 5**

21 Identify each insurance policy that may cover or indemnify you for the damages
22 claimed in this lawsuit, including the carrier, policy number, limits, and coverage
23 provisions.

24 **RESPONSE:** Association Defendant refers to and incorporates by reference
25 Section I(H) ("Insurance") of Defendants' First Supplemental Disclosure
26 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
27 Civ. P., and potential subsequent Disclosure Statements, which identify such
insurance policies as requested.

28 Please also see documents previously produced bearing Bates numbers
29 GARDENS0079-0197, which contain the responsive insurance policies.
30

1 Association Defendant's investigation and discovery is ongoing. Association
2 Defendant expressly reserves the right to supplement this response in
3 accordance with Rule 26(g), Ariz. R. Civ. P.

4 **INTERROGATORY NO. 6**

5 For each of Plaintiff's Requests for Admission that you denied, state all facts upon
6 which you base your denial, identify all documents supporting your denial, and identify
7 all witnesses with knowledge of the facts supporting your denial.

8 **RESPONSE:** Association Defendant objects to this Interrogatory to the
9 extent it is overly broad, unduly burdensome, and not proportional to the
10 needs of the case, as it seeks a comprehensive recitation of all facts,
11 documents, and witnesses supporting each denial to Plaintiff's Requests for
12 Admission, many of which are vague and ambiguous. The Interrogatory
13 further improperly seeks to require Association Defendant to marshal all
evidence and legal theories supporting their defenses at this stage of the
litigation.

14 Without waiving these objections, Association Defendant refers to and
15 incorporates by reference Defendants' First Supplemental Disclosure
16 Statement to Amended Complaint, served pursuant to Rule 26.1, Ariz. R.
17 Civ. P., including Sections identifying witnesses, documents, and
18 electronically stored information, and potential subsequent Disclosure
Statements, which set forth the persons, facts, and materials known to
Association Defendant that relate to the claims and defenses in this action.

19 Association Defendant further state that its denials are based on the facts
20 known to it following reasonable inquiry, including but not limited to the
21 absence of any false or defamatory statements, the lack of improper conduct,
22 and the circumstances surrounding communications and actions taken in
connection with Association governance and Plaintiff's conduct.

23 Association Defendant further states that, pursuant to Rule 36(a)(5), Ariz. R.
24 Civ. P., a party may deny a Request for Admission so long as the denial
25 "fairly respond[s] to the substance of the matter," and the rules do not require
26 a responding party to set forth all supporting facts, documents, or witnesses
within the admission itself.

27 Association Defendant's investigation and discovery is ongoing. Association
28 Defendant expressly reserves the right to supplement this response in
29 accordance with Rule 26(g), Ariz. R. Civ. P.
30

1 **INTERROGATORY NO. 7**

2 Identify each person who prepared or assisted in preparing your answers to these
3 interrogatories, including attorneys, staff, Board members, or employees.

4
5 **RESPONSE:** This Interrogatory seeks information protected by the
6 attorney-client privilege under A.R.S. § 12-2234 and the attorney work
7 product doctrine under Rule 26(b)(3), Ariz. R. Civ. P., including
8 communications and actions undertaken by counsel in the course of legal
9 representation. Such privileged matters are not subject to disclosure.

10 Without waiving the foregoing objection, Association Defendant states that
11 these responses were prepared by undersigned counsel with input from the
12 individual Defendants and, with respect to entity Defendants, their
13 representatives, including individual Defendants, with knowledge of the
14 relevant facts.

15 Association Defendant's investigation and discovery is ongoing. Association
16 Defendant expressly reserves the right to supplement this response in
17 accordance with Rule 26(g), Ariz. R. Civ. P.

18 **INTERROGATORY NO. 8**

19 If you intend to call any expert witness at trial, state the expert's name, subject
20 matter, opinions, facts relied upon, and qualifications.

21 **RESPONSE:** Association Defendant refers to and incorporates by reference
22 Section I(D) ("Expert Witness Disclosure") of Defendants' First
23 Supplemental Disclosure Statement to Amended Complaint, served pursuant
24 to Rule 26.1(a), Ariz. R. Civ. P. and potential subsequent Disclosure
25 Statements.

26 At this time, Association Defendant does not anticipate calling any expert
27 witnesses at trial.

28 Association Defendant's investigation and discovery is ongoing. Association
29 Defendant expressly reserves the right to supplement this response in
30 accordance with Rule 26(g), Ariz. R. Civ. P.

INTERROGATORY NO. 9

If you are an organization, identify the officers, directors, managers, employees,
agents, or representatives who provided information used in preparing your responses to
these interrogatories.

1 **RESPONSE:** This Interrogatory seeks information protected by the
2 attorney-client privilege under A.R.S. § 12-2234 and the attorney work
3 product doctrine under Rule 26(b)(3), Ariz. R. Civ. P., including
4 communications and actions undertaken by counsel in the course of legal
5 representation. Such privileged matters are not subject to disclosure.

6 Without waiving the foregoing objection, Association Defendant states that,
7 with respect to entity Defendants, these responses were prepared by
8 undersigned counsel with input from authorized representatives of the entity
9 Defendants, including individual Defendants, with knowledge of the relevant
10 facts.

11 Association Defendant's investigation and discovery is ongoing. Association
12 Defendant expressly reserves the right to supplement this response in
13 accordance with Rule 26(g), Ariz. R. Civ. P.

14 **INTERROGATORY NO. 10**

15 Identify each of your defenses in this lawsuit and state the factual and legal basis
16 for each defense.

17 **RESPONSE:** Association Defendant objects to this Interrogatory to the
18 extent it is overly broad, unduly burdensome, and not proportional to the
19 needs of the case, as it seeks a comprehensive recitation of all defenses and
20 all supporting facts and legal theories at this stage of the litigation. The
21 Interrogatory further improperly seeks to require Association Defendant to
22 marshal all evidence and legal arguments supporting their defenses.

23 Without waiving the foregoing objections, Association Defendant refers to
24 and incorporates by reference Defendants' Partial Answer to Plaintiff's
25 Amended Complaint, including all affirmative defenses asserted therein.

26 Association Defendant further refers to and incorporates by reference
27 Defendants' First Supplemental Disclosure Statement to Amended
28 Complaint, served pursuant to Rule 26.1, Ariz. R. Civ. P., and potential
29 subsequent Disclosure Statements, which identify the facts, documents, and
30 witnesses known to Association Defendant that relate to the claims and
defenses in this action.

 Association Defendant's investigation and discovery is ongoing. Association
Defendant expressly reserves the right to supplement this response in
accordance with Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 11**

2 Identify all roles you held within GGCA or Focus HOA Management from January
3 1, 2023 to present, including job titles, powers, enforcement authority, and decision-
4 making responsibilities.

5 **RESPONSE:** Association Defendant objects to this Interrogatory to the
6 extent it is overly broad, vague, and not reasonably particularized, including
7 as to the terms “powers,” “enforcement authority,” and “decision-making
8 responsibilities,” which call for legal conclusions and lack sufficient
9 definition. Association Defendant further objects to the extent the
10 Interrogatory seeks information regarding Focus HOA Management, LLC,
11 as Association Defendant is a separate entity and does not hold roles within
12 Focus HOA Management, LLC.

13 Without waiving the foregoing objections, Association Defendant states that,
14 from January 1, 2023 to present, it has acted through its duly elected Board
15 of Directors. The roles and responsibilities of the Board of Directors are
16 defined by the Association’s governing document and as laid out in
17 Defendants’ First Supplemental Disclosure Statement to Amended
18 Complaint, served pursuant to Rule 26.1, Ariz. R. Civ. P., and potential
19 subsequent Disclosure Statements, which identifies individuals and their
20 roles relevant to this action.

21 Association Defendant’s investigation and discovery is ongoing. Association
22 Defendant expressly reserves the right to supplement this response in
23 accordance with Rule 26(g), Ariz. R. Civ. P.

24 **INTERROGATORY NO. 12**

25 Identify all persons involved in decisions relating to Plaintiff, including
26 enforcement, communications, records access, architectural decisions, elections, and any
27 restrictions imposed.

28 **RESPONSE:** Association Defendant objects to this Interrogatory to the
29 extent it is overly broad, unduly burdensome, and not proportional to the
30 needs of the case, as it seeks to identify “all persons” involved in any
decisions “relating to Plaintiff” across multiple expansive and undefined
categories, including enforcement, communications, records access,
architectural decisions, elections, and restrictions, without limitation to the
claims or defenses at issue. The Interrogatory is further vague and ambiguous
as to the scope of “decisions relating to Plaintiff” and is not reasonably
particularized.

1 Without waiving the foregoing objections, Association Defendant refers to
2 and incorporates by reference Defendants' First Supplemental Disclosure
3 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
4 Civ. P., and potential subsequent Disclosure Statements, which identifies
5 individuals known to Association Defendant to have knowledge of facts
6 relevant to the claims and defenses in this action.

7 Association Defendant further states that decisions relating to Association
8 governance and interactions with Plaintiff were made by the Association's
9 board of directors and, where applicable, Focus HOA Management, LLC,
10 personnel acting within the scope of their respective management roles and
11 responsibilities. Association Defendant denies any implication that improper
12 or unlawful "restrictions" were imposed upon Plaintiff.

13 Association Defendant's investigation and discovery are ongoing.
14 Association Defendant expressly reserves the right to supplement this
15 response in accordance with Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 13**

17 Describe all policies, procedures, or guidelines used when interacting with
18 homeowners regarding records requests, violations, elections, or communications.

19 **RESPONSE:** Association Defendant objects to this Interrogatory to the
20 extent it is overly broad, unduly burdensome, and not proportional to the
21 needs of the case, as it seeks a comprehensive description of "all policies,
22 procedures, or guidelines" across multiple expansive categories, including
23 records requests, violations, elections, and communications, without
24 limitation to the claims or defenses at issue. The Interrogatory is further
25 vague and ambiguous as to the terms "policies," "procedures," and
26 "guidelines," and is not reasonably particularized.

27 Without waiving the foregoing objections, Association Defendant states that
28 its interactions with Plaintiff, as a homeowner, are governed by the
29 Association's governing documents, including its Declaration, Bylaws, and
30 applicable rules and regulations, as well as applicable Arizona and federal
statutes, case law, and standard management practices.

Association Defendant further refers to and incorporates by reference
Defendants' First Supplemental Disclosure Statement to Amended
Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential
subsequent Disclosure Statements, which identifies documents and materials
relating to the Association's governance, policies, and interactions with
homeowners.

1 Association Defendant's investigation and discovery are ongoing.
2 Association Defendant expressly reserves the right to supplement this
3 response in accordance with Rule 26(g), Ariz. R. Civ. P.

4 **INTERROGATORY NO. 14**

5 Identify all persons who participated in or discussed actions involving Plaintiff,
6 including Board members, employees, contractors, or the HOA attorney.

7 **RESPONSE:** Association Defendant objects to this Interrogatory to the
8 extent it is overly broad, unduly burdensome, and not proportional to the
9 needs of the case, as it seeks to identify "all persons" who "participated in or
10 discussed" any actions involving Plaintiff, without limitation as to time,
11 subject matter, or relevance to the claims and defenses at issue. The
12 Interrogatory is further vague and ambiguous as to the terms "participated
13 in" and "discussed," and is not reasonably particularized.

14 Association Defendant further objects to the extent this Interrogatory seeks
15 information protected by the attorney-client privilege under A.R.S. § 12-
16 2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.
17 Civ. P., *including communications with or involving counsel.*

18 Without waiving the foregoing objections, Association Defendant refers to
19 and incorporates by reference Defendants' First Supplemental Disclosure
20 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
21 Civ. P., and potential subsequent Disclosure Statements, which identifies
22 individuals known to Association Defendant to have knowledge of facts
23 relevant to the claims and defenses in this action.

24 Association Defendant's investigation and discovery are ongoing.
25 Association Defendant expressly reserves the right to supplement this
26 response in accordance with Rule 26(g), Ariz. R. Civ. P.

27 **INTERROGATORY NO. 15**

28 Describe the complete process for responding to homeowner records requests
29 under A.R.S. § 33-1805 and explain all reasons Plaintiff's requests were delayed,
30 restricted, denied, or conditioned on additional requirements.

RESPONSE: Association Defendant objects to this Interrogatory on the
grounds that it is compound, as it seeks both a comprehensive description of
the "complete process" for responding to records requests and an explanation
of all reasons Plaintiff's requests were allegedly "delayed, restricted, denied,

1 or conditioned,” thereby combining multiple distinct inquiries into a single
2 Interrogatory.

3 Association Defendant further objects to this Interrogatory to the extent it is
4 overly broad, unduly burdensome, and not proportional to the needs of the
5 case, as it seeks a “complete process” without limitation and assumes facts
6 not established, including that Plaintiff’s requests were improperly delayed,
7 restricted, denied, or conditioned. The Interrogatory is further vague and
8 ambiguous as to the terms “complete process,” “restricted,” and
9 “conditioned,” and is not reasonably particularized.

10 Without waiving the foregoing objections, Association Defendant states that
11 homeowner records requests are addressed in accordance with applicable
12 Arizona law, including A.R.S. § 33-1805, the Association’s governing
13 documents, and standard management practices.

14 Association Defendant further refers to and incorporates by reference
15 Defendants’ First Supplemental Disclosure Statement to Amended
16 Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential
17 subsequent Disclosure Statements, which identify information relating to
18 Plaintiff’s records requests and the Association’s responses thereto.

19 Association Defendant denies any implication that Plaintiff’s records
20 requests were improperly handled and states that any actions taken with
21 respect to such requests were reasonable, lawful, and consistent with
22 applicable requirements.

23 Association Defendant’s investigation and discovery are ongoing.
24 Association Defendant expressly reserves the right to supplement this
25 response in accordance with Rule 26(g), Ariz. R. Civ. P.

26 **INTERROGATORY NO. 16**

27 Identify all documents withheld, redacted, or delayed in response to Plaintiff’s
28 requests and state the reason for each.

29 **RESPONSE:** Association Defendant objects to this Interrogatory to the
30 extent it is overly broad, unduly burdensome, and not proportional to the
needs of the case, as it seeks to identify “all documents” and state the reason
for each, thereby requiring Association Defendant to marshal all evidence
and provide a document-by-document explanation at this stage of the
litigation. The Interrogatory further assumes facts not established, including
that documents were improperly withheld, redacted, or delayed.

Without waiving the foregoing objections, Association Defendant refers to
and incorporates by reference Defendants’ First Supplemental Disclosure

1 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
2 Civ. P., and potential subsequent Disclosure Statements, which identify
3 documents relating to Plaintiff's records requests and the Association's
4 responses thereto.

5 Association Defendant denies any implication that documents were
6 improperly withheld, redacted, or delayed, and states that any responses to
7 Plaintiff's requests were made in accordance with applicable law, the
8 Association's governing documents, and standard management practices.

9 Association Defendant's investigation and discovery are ongoing.
10 Association Defendant expressly reserves the right to supplement this
11 response in accordance with Rule 26(g), Ariz. R. Civ. P.

12 **INTERROGATORY NO. 17**

13 Describe all decisions to impose "mail-only communication restrictions" on
14 Plaintiff and identify any other homeowner ever subjected to such policy.

15 **RESPONSE:** Association Defendant objects to this Interrogatory on the
16 grounds that it is compound, as it seeks both a description of decisions
17 relating to Plaintiff and identification of other homeowners allegedly
18 subjected to similar policies, thereby combining multiple distinct inquiries
19 into a single Interrogatory.

20 Association Defendant further objects to this Interrogatory to the extent it is
21 *overly broad, unduly burdensome, and not proportional to the needs of the*
22 *case, including because it seeks to identify "any other homeowner ever"*
23 *subjected to such a policy without limitation as to time, scope, or relevance.*
24 Association Defendant further objects on the grounds that the Interrogatory
25 seeks information concerning third-party homeowners that is confidential
26 and not subject to disclosure.

27 Association Defendant denies any implication that Plaintiff was subject to
28 any improper or unlawful communication restriction and states that any
29 communications with Plaintiff were conducted in a reasonable manner
30 consistent with the Association's governing documents, applicable law, and
standard management practices.

Association Defendant's investigation and discovery are ongoing.
Association Defendant expressly reserves the right to supplement this
response in accordance with Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 18**

2 Describe the standard process for submitting and reviewing architectural requests
3 and identify where this process is published. Provide a physical copy.

4
5 **RESPONSE:** Association Defendant objects to this Interrogatory to the
6 extent it requests the production of a “physical copy,” as such a request is
7 improper in an interrogatory and is more appropriately the subject of a
8 request for production under Rule 34, Ariz. R. Civ. P.

9 Subject to and without waiving this objection, Association Defendant states
10 that the process for submitting and reviewing architectural requests is set
11 forth in the Association’s CC&Rs, which describe the requirements for
12 submission, review, and approval by the Architectural Committee.

13 Association Defendant further states that these governing provisions have
14 already been disclosed and produced. Please see documents bearing Bates
15 numbers GARDENS0022-0024, which contain the relevant provisions in
16 Article 4 of the CC&Rs governing Architectural and Landscaping Control,
17 including the submission and approval process.

18 Association Defendant further refers to and incorporates by reference
19 Defendants’ First Supplemental Disclosure Statement to Amended
20 Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and any
21 subsequent Disclosure Statements, which identify documents relating to the
22 Association’s architectural review process.

23 Association Defendant’s investigation and discovery are ongoing, and it
24 expressly reserves the right to supplement this response in accordance with
25 Rule 26(g), Ariz. R. Civ. P.

26 **INTERROGATORY NO. 19**

27 Explain the handling of all architectural requests submitted by Plaintiff, including
28 timelines, internal communications, and reasons for delay, denial, or non-processing.

29 **RESPONSE:** Association Defendant objects to this Interrogatory to the
30 extent it is *overly broad, unduly burdensome, and not proportional* to the
needs of the case, as it seeks a comprehensive explanation of “all”
architectural requests, including internal communications and alleged
“delay, denial, or non-processing,” and thereby improperly requires
Association Defendant to marshal all facts and evidence at this stage of the
litigation. The Interrogatory further assumes facts not established, including
that Plaintiff’s requests were improperly delayed, denied, or not processed.

1 Association Defendant further objects to the extent this Interrogatory seeks
2 information protected by the attorney-client privilege under A.R.S. § 12-
3 2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.
4 Civ. P., including internal and attorney communications.

5 Without waiving the foregoing objections, Association Defendant refers to
6 and incorporates by reference Defendants' First Supplemental Disclosure
7 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
8 Civ. P., and potential subsequent Disclosure Statements, which identify
9 documents and individuals relating to Plaintiff's architectural requests and
10 the Association's responses thereto.

11 Association Defendant states that Plaintiff submitted multiple architectural
12 requests regarding the subject improvement. The first request was received
13 via email on May 14, 2025. Upon review, the request was determined to be
14 incomplete and not ready for board consideration. The request was denied
15 the same day, with notice provided identifying the deficiencies.

16 A second request was submitted on June 2, 2025. This submission was also
17 incomplete. The Association issued a denial the same day, advising Plaintiff
18 that additional information was required, including sample images of the
19 proposed windows and the color of the glass.

20 A third request was submitted on June 13, 2025, which included the
21 requested supplemental information. This request was deemed complete and
22 was submitted to the board for review. The board unanimously approved the
23 request, and an approval letter was issued on June 16, 2025.

24 Association Defendant further states that Plaintiff's architectural requests, to
25 the extent submitted, were addressed in accordance with the Association's
26 governing documents and applicable law, and denies any implication that
27 such requests were improperly handled.

28 *See also* Interrogatory Responses No. 16 and 18, which are incorporated
29 herein by reference.

30 Association Defendant's investigation and discovery are ongoing.
Association Defendant expressly reserves the right to supplement this
response in accordance with Rule 26(g), Ariz. R. Civ. P.

INTERROGATORY NO. 20

Identify all persons who instructed or participated in delaying, denying, or
obstructing Plaintiff's emergency architectural requests.

1 **RESPONSE:** Association Defendant objects to this Interrogatory to the
2 extent it is overly broad, unduly burdensome, and not proportional to the
3 needs of the case, as it seeks to identify “all persons” allegedly involved in
4 “delaying, denying, or obstructing” Plaintiff’s requests, and thereby assumes
5 facts not established, including that any such improper conduct occurred. The
6 Interrogatory is further vague and ambiguous as to the term “emergency
7 architectural requests” and is not reasonably particularized.

8 Association Defendant further objects to the extent this Interrogatory seeks
9 information protected by the attorney-client privilege under A.R.S. § 12-
10 2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.
11 Civ. P., including communications with or involving counsel.

12 Without waiving the foregoing objections, Association Defendant refers to
13 and incorporates by reference Defendants’ First Supplemental Disclosure
14 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
15 Civ. P., and potential subsequent Disclosure Statements, which identify
16 individuals and documents relating to Plaintiff’s architectural requests and
17 the Association’s responses thereto.

18 Association Defendant denies any implication that Plaintiff’s architectural
19 requests were improperly delayed, denied, or obstructed, and states that any
20 actions taken were consistent with the Association’s governing documents
21 and applicable law.

22 *See also* Interrogatory Responses Nos. 16, and 18-19, which are incorporated
23 herein by reference.

24 Association Defendant’s investigation and discovery are ongoing.
25 Association Defendant expressly reserves the right to supplement this
26 response in accordance with Rule 26(g), Ariz. R. Civ. P.

27 Defendants further state that this action has been expressly designated a Tier
28 3 discovery case pursuant to Rule 26.2, Ariz. R. Civ. P., by the Superior
29 Court’s February 3, 2026 minute entry and Scheduling Order.

30 Accordingly, discovery in this matter is governed by Rule 26.2(f)(3), which
limits each side in a Tier 3 case to twenty (20) Requests for Interrogatories,
absent Court order permitting additional discovery for good cause shown.

To the extent Plaintiff’s Requests for Interrogatories to Association
Defendant exceed the numerical limits permitted under Rule 26.2(f)(3),
Association Defendant objects and declines to respond to any such additional
requests. Without waiving those objections, Association Defendant has
responded only to the first twenty Requests for Interrogatories as required by
the Arizona Rules of Civil Procedure. Association Defendant will not

1 provide further responses or productions beyond those limits unless and until
2 ordered by the Court.

3 **NON-UNIFORM INTERROGATORIES**

4 **AS DIRECTED TO BROOKE SORTOR**

5 **INTERROGATORY NO. 1**

6 Identify all persons whom you believe have knowledge of any facts relevant to the
7 claims or defenses asserted in this lawsuit, and state the facts each person is believed to
8 know.

9
10 **RESPONSE:** Defendant Brooke Sortor (hereafter, "Defendant Sortor")
11 refers to and incorporates by reference Section I(A) ("Witnesses") and
12 Section I(B) ("Persons with Knowledge") of Defendants' First Supplemental
13 Disclosure Statement to Amended Complaint served pursuant to Rule 26.1,
14 Ariz. R. Civ. P., and potential subsequent Disclosure Statements, which
15 identify the persons known to Defendant Sortor to have knowledge of facts
16 relevant to the claims and defenses in this action, as well as the general
17 subject matter of such knowledge.

18 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
19 expressly reserves the right to supplement this response in accordance with
20 Rule 26(g), Ariz. R. Civ. P.

21 **INTERROGATORY NO. 2**

22 Identify all persons whom you expect to call as witnesses at trial and state the
23 subject matter on which each person is expected to testify.

24 **RESPONSE:** Defendant Sortor refers to and incorporates by reference
25 Section I(A) ("Witnesses") of Defendants' First Supplemental Disclosure
26 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
27 Civ. P., and potential subsequent Disclosure Statements, which identify the
28 individuals Defendants may call as witnesses at trial and states the subject
29 matter on which each person is expected to testify.

30 Per Section I(D) ("Expert Witness Disclosure") of Defendants' First
Supplemental Disclosure Statement to Amended Complaint, at this time,
Defendants do not expect to call any expert witnesses at trial.

Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 3**

2 State the amount of any damages you claim in this lawsuit and describe the nature
3 of those damages.

4
5 **RESPONSE:** Defendant Sortor does not assert any claim for damages in this
6 action. As noted by the Court in its December 19, 2025 Minute Entry,
7 “[Plaintiff] argues Defendants failed to disclose damage information - but to
8 this Court’s knowledge Defendant has not filed a counter-claim so Defendants
9 are not seeking damages.” Defendant Sortor reserves the right to seek taxable
10 costs, attorneys’ fees, and any other relief permitted by statute, rule, contract,
11 or the Association’s governing documents to the extent Defendant Sortor
12 prevails.

13 Defendant Sortor’s investigation and discovery is ongoing. Defendant Sortor
14 expressly reserves the right to supplement this response in accordance with
15 Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 4**

17 Identify all documents, electronic information, photographs, recordings, or other
18 tangible evidence that you believe relate to any claim or defense in this lawsuit, including
19 the location of such items and the name of the person having custody or control.
20

21 **RESPONSE:** Defendant Brooke refers to and incorporates by reference
22 Section I(F) (“Documents and Tangible Evidence”), Section I(G)
23 (“Electronically Stored Information”), and Section I(H) (“Insurance”) of
24 Defendants’ First Supplemental Disclosure Statement to Amended
25 Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential
26 subsequent Disclosure Statements, which identify the categories of
27 documents, electronically stored information, and tangible evidence known
28 to Defendant Brooke that may relate to the claims or defenses in this action.

29 All documents and materials identified in Sections I(F)-(H) of Defendants’
30 First Supplemental Disclosure Statement to Amended Complaint have been
disclosed or otherwise produced to Plaintiff.

Defendant Brooke’s investigation and discovery is ongoing. Defendant
Brooke expressly reserves the right to supplement this response in
accordance with Rule 26(g), Ariz. R. Civ. P.

1
2 **INTERROGATORY NO. 5**

3 Identify each insurance policy that may cover or indemnify you for the damages
4 claimed in this lawsuit, including the carrier, policy number, limits, and coverage
5 provisions.

6 **RESPONSE:** Defendant Sortor refers to and incorporates by reference
7 *Section I(H) ("Insurance") of Defendants' First Supplemental Disclosure*
8 *Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.*
9 *Civ. P., and potential subsequent Disclosure Statements, which identify such*
10 *insurance policies as requested.*

11 Please also see documents previously produced bearing Bates numbers
12 GARDENS0079-0197, which contain the responsive insurance policies.

13 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
14 expressly reserves the right to supplement this response in accordance with
15 Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 6**

17 For each of Plaintiff's Requests for Admission that you denied, state all facts upon
18 which you base your denial, identify all documents supporting your denial, and identify
19 all witnesses with knowledge of the facts supporting your denial.

20 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
21 is overly broad, unduly burdensome, and not proportional to the needs of the
22 case, as it seeks a comprehensive recitation of all facts, documents, and
23 witnesses supporting each denial to Plaintiff's Requests for Admission, many
24 of which are vague and ambiguous. The Interrogatory further improperly
25 seeks to require Defendant Sortor to marshal all evidence and legal theories
26 supporting their defenses at this stage of the litigation.

27 Without waiving these objections, Defendant Sortor refers to and
28 incorporates by reference Defendants' First Supplemental Disclosure
29 Statement to Amended Complaint, served pursuant to Rule 26.1, Ariz. R.
30 Civ. P., including Sections identifying witnesses, documents, and
electronically stored information, and potential subsequent Disclosure
Statements, which set forth the persons, facts, and materials known to
Defendant Sortor that relate to the claims and defenses in this action.

Defendant Sortor further states that its denials are based on the facts known
to it following reasonable inquiry, including but not limited to the absence of

1 any false or defamatory statements, the lack of improper conduct, and the
2 circumstances surrounding communications and actions taken in connection
3 with Association governance and Plaintiff's conduct.

4 Defendant Sortor further states that, pursuant to Rule 36(a)(5), Ariz. R. Civ.
5 P., a party may deny a Request for Admission so long as the denial "fairly
6 respond[s] to the substance of the matter," and the rules do not require a
7 responding party to set forth all supporting facts, documents, or witnesses
8 within the admission itself.

9 Defendant Sortor's investigation and discovery is ongoing. Association
10 Defendant expressly reserves the right to supplement this response in
11 accordance with Rule 26(g), Ariz. R. Civ. P.

12 **INTERROGATORY NO. 7**

13 Identify each person who prepared or assisted in preparing your answers to these
14 interrogatories, including attorneys, staff, Board members, or employees.

15 **RESPONSE:** This Interrogatory seeks information protected by the
16 *attorney-client privilege under A.R.S. § 12-2234 and the attorney work*
17 *product doctrine under Rule 26(b)(3), Ariz. R. Civ. P., including*
18 *communications and actions undertaken by counsel in the course of legal*
19 *representation. Such privileged matters are not subject to disclosure.*

20 Without waiving the foregoing objection, Defendant Sortor states that these
21 responses were prepared by undersigned counsel with input from the
22 individual Defendants and, with respect to entity Defendants, their
23 representatives with knowledge of the relevant facts.

24 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
25 expressly reserves the right to supplement this response in accordance with
26 Rule 26(g), Ariz. R. Civ. P.

27 **INTERROGATORY NO. 8**

28 If you intend to call any expert witness at trial, state the expert's name, subject
29 matter, opinions, facts relied upon, and qualifications.

30 **RESPONSE:** Defendant Sortor refers to and incorporates by reference
Section I(D) ("Expert Witness Disclosure") of Defendants' First
Supplemental Disclosure Statement to Amended Complaint, served pursuant
to Rule 26.1(a), Ariz. R. Civ. P. and potential subsequent Disclosure
Statements.

1 At this time, Defendant Sortor does not anticipate calling any expert
2 witnesses at trial.

3 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
4 expressly reserves the right to supplement this response in accordance with
5 Rule 26(g), Ariz. R. Civ. P.

6 **INTERROGATORY NO. 9**

7 If you are an organization, identify the officers, directors, managers, employees,
8 agents, or representatives who provided information used in preparing your responses to
9 these interrogatories.

10 **RESPONSE:** Defendant Sortor objects to this Interrogatory on the grounds
11 that it is inapplicable as drafted, as it is directed to an organization, and
12 Defendant Sortor is an individual.

13 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
14 expressly reserves the right to supplement this response in accordance with
15 Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 10**

17 Identify each of your defenses in this lawsuit and state the factual and legal basis
18 for each defense.

19 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
20 is overly broad, unduly burdensome, and not proportional to the needs of the
21 case, as it seeks a comprehensive recitation of all defenses and all supporting
22 facts and legal theories at this stage of the litigation. The Interrogatory further
23 improperly seeks to require Defendant Sortor to marshal all evidence and
24 legal arguments supporting their defenses.

25 Without waiving the foregoing objections, Defendant Sortor refers to and
26 incorporates by reference Defendants' Partial Answer to Plaintiff's Amended
27 Complaint, including all affirmative defenses asserted therein.

28 Defendant Sortor further refers to and incorporates by reference Defendants'
29 First Supplemental Disclosure Statement to Amended Complaint, served
30 pursuant to Rule 26.1, Ariz. R. Civ. P., and potential subsequent Disclosure
Statements, which identify the facts, documents, and witnesses known to
Defendant Sortor that relate to the claims and defenses in this action.

1 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
2 expressly reserves the right to supplement this response in accordance with
3 Rule 26(g), Ariz. R. Civ. P.

4 **INTERROGATORY NO. 11**

5 Identify all roles you held within GGCA or Focus HOA Management from January
6 1, 2023 to present, including job titles, powers, enforcement authority, and decision-
7 making responsibilities.

8 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
9 is overly broad, vague, and not reasonably particularized, including as to the
10 terms "powers," "enforcement authority," and "decision-making
11 responsibilities," which call for legal conclusions and lack sufficient
12 definition. Defendant Sortor further objects to the extent the Interrogatory
13 seeks information beyond that relevant and proportional to the claims and
14 defenses in this action.

15 Without waiving the foregoing objections, Defendant Sortor states that, from
16 January 1, 2023 to present, she has been employed by Focus HOA
17 Management, LLC in her capacity as a community manager, performing
18 duties consistent with that position.

19 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
20 expressly reserves the right to supplement this response in accordance with
21 Rule 26(g), Ariz. R. Civ. P.

22 **INTERROGATORY NO. 12**

23 Identify all persons involved in decisions relating to Plaintiff, including
24 enforcement, communications, records access, architectural decisions, elections, and any
25 restrictions imposed.

26 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
27 is overly broad, unduly burdensome, and not proportional to the needs of the
28 case, as it seeks to identify "all persons" involved in any decisions "relating
29 to Plaintiff" across multiple expansive and undefined categories without
30 limitation to the claims or defenses at issue. The Interrogatory is further
vague and ambiguous and not reasonably particularized.

Without waiving the foregoing objections, Defendant Sortor refers to and
incorporates by reference Defendants' First Supplemental Disclosure
Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
Civ. P., and potential subsequent Disclosure Statements, which identify

1 individuals known to Defendant Sortor to have knowledge of facts relevant
2 to the claims and defenses in this action. To the extent any actions
3 characterized by Plaintiff as “restrictions” are at issue, such actions were
4 undertaken in accordance with the Association’s governing documents and
applicable law.

5 Defendant Sortor further states that any actions relating to Plaintiff were
6 undertaken, where applicable, in her capacity as a management
7 representative acting within the scope of her role with Focus HOA
8 Management, LLC. Defendant Sortor denies any implication that improper
or unlawful “restrictions” were imposed upon Plaintiff.

9 Defendant Sortor’s investigation and discovery is ongoing. Defendant Sortor
10 expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

11 **INTERROGATORY NO. 13**

12 Describe all policies, procedures, or guidelines used when interacting with
13 homeowners regarding records requests, violations, elections, or communications.

14
15 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
16 is overly broad, unduly burdensome, and not proportional to the needs of the
17 case, as it seeks a comprehensive description of “all policies, procedures, or
18 guidelines” across multiple expansive categories. The Interrogatory is further
vague and ambiguous and not reasonably particularized.

19 Without waiving the foregoing objections, Defendant Sortor states that
20 interactions with homeowners are conducted in accordance with the
21 Association’s governing documents, applicable Arizona and federal statutory
law, case law, and standard management practices.

22 Defendant Sortor further refers to and incorporates by reference Defendants’
23 First Supplemental Disclosure Statement to Amended Complaint, served
24 pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential subsequent
25 Disclosure Statements, which identify documents and materials relating to
such interactions.

26 Defendant Sortor’s investigation and discovery is ongoing. Defendant Sortor
27 expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

28 **INTERROGATORY NO. 14**

29 Identify all persons who participated in or discussed actions involving Plaintiff,
30 including Board members, employees, contractors, or the HOA attorney.

1 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
2 is overly broad, unduly burdensome, and not proportional to the needs of the
3 case, as it seeks to identify “all persons” who “participated in or discussed”
4 any actions involving Plaintiff without limitation. The Interrogatory is
further vague and ambiguous and not reasonably particularized.

5 Defendant Sortor further objects to the extent this Interrogatory seeks
6 information protected by the attorney-client privilege under A.R.S. § 12-
7 2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.
Civ. P.

8 Without waiving the foregoing objections, Defendant Sortor refers to and
9 incorporates by reference Defendants’ First Supplemental Disclosure
10 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
11 Civ. P., and potential subsequent Disclosure Statements, which identify
12 individuals known to have knowledge of facts relevant to the claims and
13 defenses in this action.

14 Defendant Sortor’s investigation and discovery is ongoing. Defendant Sortor
expressly reserves the right to supplement this response in accordance with
15 Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 15**

17 Describe the complete process for responding to homeowner records requests
18 under A.R.S. § 33-1805 and explain all reasons Plaintiff’s requests were delayed,
19 restricted, denied, or conditioned on additional requirements.

20 **RESPONSE:** Defendant Sortor objects to this Interrogatory on the grounds
21 that it is compound, as it seeks both a comprehensive description of the
22 “complete process” for responding to records requests and an explanation of
23 all reasons Plaintiff’s requests were allegedly “delayed, restricted, denied, or
conditioned,” thereby combining multiple distinct inquiries into a single
Interrogatory.

24 Defendant Sortor further objects to this Interrogatory to the extent it is overly
25 broad, unduly burdensome, and not proportional to the needs of the case, as
26 it seeks a “complete process” without limitation and assumes facts not
27 established, including that Plaintiff’s requests were improperly delayed,
28 restricted, denied, or conditioned. The Interrogatory is further vague and
ambiguous as to the terms “complete process,” “restricted,” and
“conditioned,” and is not reasonably particularized.

29 Without waiving the foregoing objections, Defendant Sortor states that
30 homeowner records requests are addressed in accordance with applicable

1 Arizona law, including A.R.S. § 33-1805, the Association's governing
2 documents, and standard management practices.

3 Defendant Sortor further refers to and incorporates by reference Defendants'
4 First Supplemental Disclosure Statement to Amended Complaint, served
5 pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential subsequent
6 Disclosure Statements, which identify information relating to Plaintiff's
7 records requests and the Association's responses thereto.

8 Defendant Sortor denies any implication that Plaintiff's records requests
9 were improperly handled and states that any actions taken with respect to
10 such requests were reasonable, lawful, and consistent with applicable
11 requirements.

12 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
13 expressly reserves the right to supplement this response in accordance with
14 Rule 26(g), Ariz. R. Civ. P.

15 **INTERROGATORY NO. 16**

16 Identify all documents withheld, redacted, or delayed in response to Plaintiff's
17 requests and state the reason for each.

18 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
19 is overly broad, unduly burdensome, and not proportional to the needs of the
20 case, as it seeks to identify "all documents" and state the reason for each,
21 *thereby requiring Defendant Sortor to marshal all evidence and provide a*
22 *document-by-document explanation at this stage of the litigation. The*
23 *Interrogatory further assumes facts not established, including that documents*
24 *were improperly withheld, redacted, or delayed.*

25 Without waiving the foregoing objections, Defendant Sortor refers to and
26 incorporates by reference Defendants' First Supplemental Disclosure
27 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
28 Civ. P., and potential subsequent Disclosure Statements, which identify
29 documents relating to Plaintiff's records requests and the Association's
30 responses thereto.

Defendant Sortor denies any implication that documents were improperly
withheld, redacted, or delayed, and states that any responses to Plaintiff's
requests were made in accordance with applicable law, the Association's
governing documents, and standard management practices.

Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 17**

2 Describe all decisions to impose “mail-only communication restrictions” on
3 Plaintiff and identify any other homeowner ever subjected to such policy.

4
5 **RESPONSE:** Defendant Sortor objects to this Interrogatory on the grounds
6 that it is compound, as it seeks both a description of decisions relating to
7 Plaintiff and identification of other homeowners allegedly subjected to
8 similar policies, thereby combining multiple distinct inquiries into a single
9 Interrogatory.

10 Defendant Sortor further objects to this Interrogatory to the extent it is overly
11 broad, unduly burdensome, and not proportional to the needs of the case,
12 including because it seeks to identify “any other homeowner ever” subjected
13 to such a policy without limitation as to time, scope, or relevance. Defendant
14 Sortor further objects on the grounds that the Interrogatory seeks information
15 concerning third-party homeowners that is confidential and not subject to
16 disclosure.

17 Defendant Sortor denies any implication that Plaintiff was subject to any
18 *improper or unlawful communication restriction* and states that any
19 communications with Plaintiff were conducted in a reasonable manner
20 consistent with the Association’s governing documents, applicable law, and
21 standard management practices.

22 Defendant Sortor’s investigation and discovery is ongoing. Defendant Sortor
23 expressly reserves the right to supplement this response in accordance with
24 Rule 26(g), Ariz. R. Civ. P.

25 **INTERROGATORY NO. 18**

26 Describe the standard process for submitting and reviewing architectural requests
27 and identify where this process is published. Provide a physical copy.

28 **RESPONSE:** Defendant Sortor states that the process for submitting and
29 reviewing architectural requests is set forth in the Association’s governing
30 documents, including the Declaration of Covenants, Conditions,
Restrictions, and Easements for The Gardens recorded at Document No.
2002-0039460 (“CC&Rs”), which describe the requirements for submission,
review, and approval by the Architectural Committee.

Defendant Sortor further states that these governing provisions have been
previously disclosed and produced. Please see documents bearing Bates
numbers GARDENS0022-0024, which contain the relevant provisions in

1 Article 4 of the CC&Rs governing Architectural and Landscaping Control,
2 including the submission and approval process.

3 Defendant Sortor further refers to and incorporates by reference Defendants'
4 First Supplemental Disclosure Statement to Amended Complaint, served
5 pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential subsequent
6 Disclosure Statements, which identify documents relating to the
7 Association's architectural review process.

8 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
9 expressly reserves the right to supplement this response in accordance with
10 Rule 26(g), Ariz. R. Civ. P.

11 **INTERROGATORY NO. 19**

12 Explain the handling of all architectural requests submitted by Plaintiff, including
13 timelines, internal communications, and reasons for delay, denial, or non-processing.

14 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
15 is overly broad, unduly burdensome, and not proportional to the needs of the
16 case, as it seeks internal communications and alleged "delay, denial, or non-
17 processing," and thereby improperly requires Defendant Sortor to marshal
18 all facts and evidence at this stage of the litigation. The Interrogatory further
19 assumes facts not established, including that Plaintiff's requests were
20 improperly delayed, denied, or not processed.

21 *Defendant Sortor further objects to the extent this Interrogatory seeks*
22 *information protected by the attorney-client privilege under A.R.S. § 12-*
23 *2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.*
24 *Civ. P., including internal and attorney communications.*

25 Without waiving the foregoing objections, Defendant Sortor refers to and
26 incorporates by reference Defendants' First Supplemental Disclosure
27 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
28 Civ. P., and potential subsequent Disclosure Statements, which identify
29 documents and individuals relating to Plaintiff's architectural requests and
30 the Association's responses thereto.

Defendant Sortor states that Plaintiff submitted multiple architectural
requests regarding the subject improvement. The first request was received
via email on May 14, 2025. Upon review, the request was determined to be
incomplete and not ready for board consideration. The request was denied
the same day, with notice provided identifying the deficiencies.

A second request was submitted on June 2, 2025. This submission was also
incomplete. The Association issued a denial the same day, advising Plaintiff

1 that additional information was required, including sample images of the
2 proposed windows and the color of the glass.

3 A third request was submitted on June 13, 2025, which included the
4 requested supplemental information. This request was deemed complete and
5 was submitted to the board for review. The board unanimously approved the
6 request, and an approval letter was issued on June 16, 2025.

7 Defendant Sortor further states that Plaintiff's architectural requests, to the
8 extent submitted, were addressed in accordance with the Association's
9 governing documents and applicable law, and denies any implication that
10 such requests were improperly handled.

11 *See also* Interrogatory Responses No. 16 and 18, which are incorporated
12 herein by reference.

13 Defendant Sortor's investigation and discovery is ongoing. Defendant Sortor
14 expressly reserves the right to supplement this response in accordance with
15 Rule 26(g), Ariz. R. Civ. P.

16 **INTERROGATORY NO. 20**

17 Identify all persons who instructed or participated in delaying, denying, or
18 obstructing Plaintiff's emergency architectural requests.

19 **RESPONSE:** Defendant Sortor objects to this Interrogatory to the extent it
20 is overly broad, unduly burdensome, and not proportional to the needs of the
21 case, as it seeks to identify "all persons" allegedly involved in "delaying,
22 denying, or obstructing" Plaintiff's requests, and thereby assumes facts not
23 established, including that any such improper conduct occurred. The
24 Interrogatory is further vague and ambiguous as to the term "emergency
25 architectural requests" and is not reasonably particularized.

26 Defendant Sortor further objects to the extent this Interrogatory seeks
27 information protected by the attorney-client privilege under A.R.S. § 12-
28 2234 and the attorney work product doctrine under Rule 26(b)(3), Ariz. R.
29 Civ. P., including communications with or involving counsel.

30 Without waiving the foregoing objections, Defendant Sortor refers to and
incorporates by reference Defendants' First Supplemental Disclosure
Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
Civ. P., and potential subsequent Disclosure Statements, which identify
individuals and documents relating to Plaintiff's architectural requests and
the Association's responses thereto.

1 Defendant Sortor denies any implication that Plaintiff's architectural
2 requests were improperly delayed, denied, or obstructed, and states that any
3 actions taken were consistent with the Association's governing documents
and applicable law.

4 *See also* Interrogatory Responses Nos. 16, and 18-19, which are incorporated
5 herein by reference.

6 Defendant Sortor's investigation and discovery is ongoing. Association
7 Defendant expressly reserves the right to supplement this response in
accordance with Rule 26(g), Ariz. R. Civ. P.

8
9 Defendant Sortor further states that this action has been expressly designated
10 a Tier 3 discovery case pursuant to Rule 26.2, Ariz. R. Civ. P., by the
Superior Court's February 3, 2026 minute entry and Scheduling Order.

11 Accordingly, discovery in this matter is governed by Rule 26.2(f)(3), which
12 limits each side in a Tier 3 case to twenty (20) Requests for Interrogatories,
absent Court order permitting additional discovery for good cause shown.

13
14 To the extent Plaintiff's Requests for Interrogatories to Defendant Sortor
15 exceed the numerical limits permitted under Rule 26.2(f)(3), Defendant
Sortor objects and declines to respond to any such additional requests.
16 Without waiving those objections, Defendant Sortor has responded only to
17 the first twenty Requests for Interrogatories as required by the Arizona Rules
of Civil Procedure. Defendant Sortor will not provide further responses or
18 productions beyond those limits unless and until ordered by the Court.

19 **NON-UNIFORM INTERROGATORIES**

20 **AS DIRECTED TO HARMAN CADIS**

21 **INTERROGATORY NO. 1**

22 Identify all persons whom you believe have knowledge of any facts relevant to the
23 claims or defenses asserted in this lawsuit, and state the facts each person is believed to
24 know.

25
26 **RESPONSE:** Defendant Harman Cadis (hereafter, "Defendant Cadis") refer
27 to and incorporate by reference Section I(A) ("Witnesses") and Section I(B)
28 ("Persons with Knowledge") of Defendants' First Supplemental Disclosure
Statement to Amended Complaint served pursuant to Rule 26.1, Ariz. R. Civ.
29 P., and potential subsequent Disclosure Statements, which identify the
persons known to Defendant Cadis to have knowledge of facts relevant to
30

1 the claims and defenses in this action, as well as the general subject matter
2 of such knowledge.

3 Defendant Cadis' investigation and discovery is ongoing. Defendant Cadis
4 expressly reserves the right to supplement this response in accordance with
5 Rule 26(g), Ariz. R. Civ. P.

6 **INTERROGATORY NO. 2**

7 Identify all persons whom you expect to call as witnesses at trial and state the
8 subject matter on which each person is expected to testify.

9 **RESPONSE:** Defendant Cadis refers to and incorporates by reference
10 Section I(A) ("Witnesses") of Defendants' First Supplemental Disclosure
11 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
12 Civ. P., and potential subsequent Disclosure Statements, which identify the
13 individuals Defendants may call as witnesses at trial and states the subject
14 matter on which each person is expected to testify.

15 Per Section I(D) ("Expert Witness Disclosure") of Defendants' First
16 Supplemental Disclosure Statement to Amended Complaint, at this time,
17 Defendants do not expect to call any expert witnesses at trial.

18 Defendant Cadis' investigation and discovery is ongoing. Defendant Cadis
19 expressly reserves the right to supplement this response in accordance with
20 Rule 26(g), Ariz. R. Civ. P.

21 **INTERROGATORY NO. 3**

22 State the amount of any damages you claim in this lawsuit and describe the nature
23 of those damages.

24 **RESPONSE:** Defendant Cadis does not assert any claim for damages in this
25 action. As noted by the Court in its December 19, 2025 Minute Entry,
26 "[Plaintiff] argues Defendants failed to disclose damage information - but to
27 this Court's knowledge Defendant has not filed a counter-claim so Defendants
28 are not seeking damages." Defendant Cadis reserves the right to seek taxable
29 costs, attorneys' fees, and any other relief permitted by statute, rule, contract,
30 or the Association's governing documents to the extent Defendant Cadis
prevails.

Defendant Cadis' investigation and discovery is ongoing. Defendant Cadis
expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 4**

2 Identify all documents, electronic information, photographs, recordings, or other
3 tangible evidence that you believe relate to any claim or defense in this lawsuit, including
4 the location of such items and the name of the person having custody or control.

5
6 **RESPONSE:** Defendant Cadis refers to and incorporates by reference
7 Section I(F) (“Documents and Tangible Evidence”), Section I(G)
8 (“Electronically Stored Information”), and Section I(H) (“Insurance”) of
9 Defendants’ First Supplemental Disclosure Statement to Amended
10 Complaint, served pursuant to Rule 26.1(a), Ariz. R. Civ. P., and potential
11 subsequent Disclosure Statements, which identify the categories of
12 documents, electronically stored information, and tangible evidence known
13 to Defendant Cadis that may relate to the claims or defenses in this action.

14 All documents and materials identified in Sections I(F)-(H) of Defendants’
15 First Supplemental Disclosure Statement to Amended Complaint have been
16 disclosed or otherwise produced to Plaintiff.

17 Defendant Cadis’ investigation and discovery is ongoing. Defendant Cadis
18 expressly reserves the right to supplement this response in accordance with
19 Rule 26(g), Ariz. R. Civ. P.

20 **INTERROGATORY NO. 5**

21 Identify each insurance policy that may cover or indemnify you for the damages
22 claimed in this lawsuit, including the carrier, policy number, limits, and coverage
23 provisions.

24 **RESPONSE:** Defendant Cadis refers to and incorporates by reference
25 Section I(H) (“Insurance”) of Defendants’ First Supplemental Disclosure
26 Statement to Amended Complaint, served pursuant to Rule 26.1(a), Ariz. R.
27 Civ. P., and potential subsequent Disclosure Statements, which identify such
28 insurance policies as requested.

29 Please also see documents previously produced bearing Bates numbers
30 GARDENS0079-0197, which contain the responsive insurance policies.

Defendant Cadis’ investigation and discovery is ongoing. Defendant Cadis
expressly reserves the right to supplement this response in accordance with
Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 6**

2 For each of Plaintiff's Requests for Admission that you denied, state all facts upon
3 which you base your denial, identify all documents supporting your denial, and identify
4 all witnesses with knowledge of the facts supporting your denial.

5
6 **RESPONSE:** Defendant Cadis objects to this Interrogatory to the extent it
7 is overly broad, unduly burdensome, and not proportional to the needs of the
8 case, as it seeks a *comprehensive recitation of all facts, documents, and*
9 *witnesses supporting each denial to Plaintiff's Requests for Admission, many*
10 *of which are vague and ambiguous. The Interrogatory further improperly*
11 *seeks to require Defendant Cadis to marshal all evidence and legal theories*
12 *supporting their defenses at this stage of the litigation.*

13 Without waiving these objections, Defendant Cadis refers to and
14 incorporates by reference Defendants' First Supplemental Disclosure
15 Statement to Amended Complaint, served pursuant to Rule 26.1, Ariz. R.
16 Civ. P., including Sections identifying witnesses, documents, and
17 electronically stored information, and potential subsequent Disclosure
18 Statements, which set forth the persons, facts, and materials known to
19 Defendant Cadis that relate to the claims and defenses in this action.

20 Defendant Cadis further states that its denials are based on the facts known
21 to it following reasonable inquiry, including but not limited to the absence of
22 any false or defamatory statements, the lack of improper conduct, and the
23 *circumstances surrounding communications and actions taken in connection*
24 *with Association governance and Plaintiff's conduct.*

25 Defendant Cadis further states that, pursuant to Rule 36(a)(5), Ariz. R. Civ.
26 P., a party may deny a Request for Admission so long as the denial "fairly
27 respond[s] to the substance of the matter," and the rules do not require a
28 responding party to set forth all supporting facts, documents, or witnesses
29 within the admission itself.

30 Defendant Cadis' investigation and discovery is ongoing. Association
Defendant expressly reserves the right to supplement this response in
accordance with Rule 26(g), Ariz. R. Civ. P.

1 **INTERROGATORY NO. 7**

2 Identify each person who prepared or assisted in preparing your answers to these
3 interrogatories, including attorneys, staff, Board members, or employees.

EXHIBIT 17



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Continued Discovery Abuse and Noncompliance, Due Process Violations –
CV2024-005940**

Augustus Shaw <ashaw@shawlines.com>

Tue, Apr 14, 2026 at 11:16 AM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>, Dominick Détente <Dominick@shawlines.com>

Ms. Rodriguez,

I will remind you of the Court's recent Rulings (attached) where the Court stated "[T]he Court previously indicated the parties must comply with Rule 26(d) related to any discovery disputes."

The Court has previously ruled on your "discovery disputes," and issued Orders regarding discovery and disclosure.

If you would like to follow the Orders of the Court and engage in the discovery and disclosure dispute procedures pursuant to Rule 26(d), please feel free to give me a call at the number below.

Augustus H. Shaw IV†*

Shaw & Lines, LLC

1490 S. Price Rd., Suite 318
Chandler, Arizona 85286

Phone 480-456-1500

e-mail ashaw@shawlines.com

web site www.shawlines.com

†Licensed in Arizona and Nebraska

*President- College of Community Association Lawyers




*Faculty Associate Professor - Arizona State University O'Connor College of Law

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THIS FIRM MAY ACT AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[Quoted text hidden]

3 attachments

-  **Court's Ruling affirming the rejection of Plaintiff's March 13, 2016 Motion to Compel..pdf**
125K
-  **Ruling (Order) Denying Plaintiff's Motion to Compel.pdf**
120K
-  **Ruling on Motion to Amend and Scheduling Order.pdf**
303K

THIS FIRM MAY ACT AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[Quoted text hidden]

3 attachments




-  **Court's Ruling affirming the rejection of Plaintiff's March 13, 2016 Motion to Compel..pdf**
125K
-  **Ruling (Order) Denying Plaintiff's Motion to Compel.pdf**
120K
-  **Ruling on Motion to Amend and Scheduling Order.pdf**
303K

EXHIBIT 18



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Meet and Confer Compliance: Ongoing Discovery Violations (March 25, 2026 Record) CV2024-005940

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
To: Augustus Shaw <ashaw@shawlines.com>
Cc: Dominick D tente <Dominick@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Tue, Apr 14, 2026 at 11:40 AM

Dear Shaw,

I would like to remind you that a recorded meet-and-confer was conducted on March 25, 2026 regarding the ongoing discovery disputes. I am fully compliant with my obligations, as I have already met and conferred with you on these issues. Despite that conference, you and your co-counsel, Mr. Dente, have refused to cure the identified deficiencies and continue to refuse to comply with the Court's orders that you yourself reference but are not abiding by. I have a recording of this call and will provide it to the Court if necessary.

Sincerely,

Sandra Rodriguez

On Tue, Apr 14, 2026 at 11:16 AM Augustus Shaw <ashaw@shawlines.com> wrote:

Ms. Rodriguez,

I will remind you of the Court's recent Rulings (attached) where the Court stated "[T]he Court previously indicated the parties must comply with Rule 26(d) related to any discovery disputes."

The Court has previously ruled on your "discovery disputes," and issued Orders regarding discovery and disclosure.

If you would like to follow the Orders of the Court and engage in the discovery and disclosure dispute procedures pursuant to Rule 26(d), please feel free to give me a call at the number below.

Augustus H. Shaw IV†*

Shaw & Lines, LLC

1490 S. Price Rd., Suite 318
Chandler, Arizona 85286

Phone 480-456-1500

e-mail ashaw@shawlines.com

web site www.shawlines.com

†Licensed in Arizona and Nebraska

*President- College of Community Association Lawyers

*Faculty Associate Professor - Arizona State University O'Connor College of Law

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THIS FIRM MAY ACT AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Sent: Monday, April 13, 2026 5:25 PM

To: Dominick Détente <Dominick@shawlines.com>

Cc: Augustus Shaw <ashaw@shawlines.com>

Subject: Continued Discovery Abuse and Noncompliance, Due Process Violations – CV2024-005940

Dear Dente,

This correspondence is submitted to preserve the record for the Maricopa County Superior Court and, if necessary, the Arizona Court of Appeals. To date, Plaintiff has not received any responses to Requests for Admission, Interrogatories, or Requests for Production, in violation of Rules 26.1, 33, 34, and 36, Ariz. R. Civ. P. Defendants' failure to produce any responsive records—originally requested on December 1, 2025 and now outstanding for approximately 133 days—constitutes ongoing noncompliance under Rule 37 and reflects continued obstruction of discovery.

Defendants, through counsel including yourself and Mr. Shaw, continue to withhold discovery in direct violation of this Court's February 23, 2026 Order requiring discovery to proceed, as well as their obligations under the Arizona Rules of Civil Procedure. Despite repeated efforts to resolve these deficiencies, Defendants have made little to no good faith effort to cure these violations, resulting in ongoing prejudice and raising serious due process concerns by impairing Plaintiff's ability to prepare and prosecute her claims.

This conduct further implicates counsel's duties under the Arizona Rules of Professional Conduct, including ER 3.4 and ER 8.4(d), and reflects disregard for both procedural rules and fundamental constitutional protections.

Sincerely,

Sandra Rodriguez

On Mon, Apr 13, 2026, 5:01 PM Dominick Détente <Dominick@shawlines.com> wrote:

Good afternoon Ms. Rodriguez,

Please see the attached Post-Amendment Responses to your Discovery Requests as well as our Second Supplemental Disclosure Statement.

Thank you and have a great rest of your day,

Dominick Detente, Esq.

SHAW & LINES, LLC

We've Moved!

1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

480.456.1500

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EXHIBIT 19



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Continued Discovery Abuse and Noncompliance, Due Process Violations –
CV2024-005940**

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
To: Dominick Détente <Dominick@shawlines.com>
Cc: Augustus Shaw <ashaw@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Mon, Apr 13, 2026 at 5:25 PM

Dear Dente,

This correspondence is submitted to preserve the record for the Maricopa County Superior Court and, if necessary, the Arizona Court of Appeals. To date, Plaintiff has not received any responses to Requests for Admission, Interrogatories, or Requests for Production, in violation of Rules 26.1, 33, 34, and 36, Ariz. R. Civ. P. Defendants' failure to produce any responsive records—originally requested on December 1, 2025 and now outstanding for approximately 133 days—constitutes ongoing noncompliance under Rule 37 and reflects continued obstruction of discovery.

Defendants, through counsel including yourself and Mr. Shaw, continue to withhold discovery in direct violation of this Court's February 23, 2026 Order requiring discovery to proceed, as well as their obligations under the Arizona Rules of Civil Procedure. Despite repeated efforts to resolve these deficiencies, Defendants have made little to no good faith effort to cure these violations, resulting in ongoing prejudice and raising serious due process concerns by impairing Plaintiff's ability to prepare and prosecute her claims.

This conduct further implicates counsel's duties under the Arizona Rules of Professional Conduct, including ER 3.4 and ER 8.4(d), and reflects disregard for both procedural rules and fundamental constitutional protections.

Sincerely,

Sandra Rodriguez

On Mon, Apr 13, 2026, 5:01 PM Dominick Détente <Dominick@shawlines.com> wrote:

Good afternoon Ms. Rodriguez,

Please see the attached Post-Amendment Responses to your Discovery Requests as well as our Second Supplemental Disclosure Statement.

Thank you and have a great rest of your day,

Dominick Detente, Esq.

SHAW & LINES, LLC

We've Moved!

1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

480.456.1500

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EXHIBIT 20



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

**Continued Discovery Abuse and Noncompliance, Due Process Violations –
CV2024-005940**

Augustus Shaw <ashaw@shawlines.com>

Tue, Apr 14, 2026 at 11:16 AM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>, Dominick Détente <Dominick@shawlines.com>

Ms. Rodriguez,

I will remind you of the Court's recent Rulings (attached) where the Court stated "[T]he Court previously indicated the parties must comply with Rule 26(d) related to any discovery disputes."

The Court has previously ruled on your "discovery disputes," and issued Orders regarding discovery and disclosure.

If you would like to follow the Orders of the Court and engage in the discovery and disclosure dispute procedures pursuant to Rule 26(d), please feel free to give me a call at the number below.

Augustus H. Shaw IV †*

Shaw & Lines, LLC

1490 S. Price Rd., Suite 318
Chandler, Arizona 85286

Phone 480-456-1500

e-mail ashaw@shawlines.com

web site www.shawlines.com

†Licensed in Arizona and Nebraska

*President- College of Community Association Lawyers

*Faculty Associate Professor - Arizona State University O'Connor College of Law

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THIS FIRM MAY ACT AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[Quoted text hidden]

3 attachments



Court's Ruling affirming the rejection of Plaintiff's March 13, 206 Motion to Compel..pdf

125K



Ruling (Order) Denying Plaintiff's Motion to Compel.pdf

120K



Ruling on Motion to Amend and Scheduling Order.pdf

303K

EXHIBIT 21



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Meet and Confer Compliance: Ongoing Discovery Violations (March 25, 2026 Record) CV2024-005940

1 message

Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
To: Augustus Shaw <ashaw@shawlines.com>
Cc: Dominick D tente <Dominick@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Tue, Apr 14, 2026 at 11:40 AM

Dear Shaw,

I would like to remind you that a recorded meet-and-confer was conducted on March 25, 2026 regarding the ongoing discovery disputes. I am fully compliant with my obligations, as I have already met and conferred with you on these issues. Despite that conference, you and your co-counsel, Mr. Dente, have refused to cure the identified deficiencies and continue to refuse to comply with the Court's orders that you yourself reference but are not abiding by. I have a recording of this call and will provide it to the Court if necessary.

Sincerely,

Sandra Rodriguez

On Tue, Apr 14, 2026 at 11:16 AM Augustus Shaw <ashaw@shawlines.com> wrote:

Ms. Rodriguez,

I will remind you of the Court's recent Rulings (attached) where the Court stated "[T]he Court previously indicated the parties must comply with Rule 26(d) related to any discovery disputes."

The Court has previously ruled on your "discovery disputes," and issued Orders regarding discovery and disclosure.

If you would like to follow the Orders of the Court and engage in the discovery and disclosure dispute procedures pursuant to Rule 26(d), please feel free to give me a call at the number below.

Augustus H. Shaw IV†*

Shaw & Lines, LLC

1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

Phone 480-456-1500

e-mail ashaw@shawlines.com

web site www.shawlines.com

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THIS FIRM MAY ACT AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Sent: Monday, April 13, 2026 5:25 PM

To: Dominick Détente <Dominick@shawlines.com>

Cc: Augustus Shaw <ashaw@shawlines.com>

Subject: Continued Discovery Abuse and Noncompliance, Due Process Violations – CV2024-005940

Dear Dente,

This correspondence is submitted to preserve the record for the Maricopa County Superior Court and, if necessary, the Arizona Court of Appeals. To date, Plaintiff has not received any responses to Requests for Admission, Interrogatories, or Requests for Production, in violation of Rules 26.1, 33, 34, and 36, Ariz. R. Civ. P. Defendants' failure to produce any responsive records—originally requested on December 1, 2025 and now outstanding for approximately 133 days—constitutes ongoing noncompliance under Rule 37 and reflects continued obstruction of discovery.

Defendants, through counsel including yourself and Mr. Shaw, continue to withhold discovery in direct violation of this Court's February 23, 2026 Order requiring discovery to proceed, as well as their obligations under the Arizona Rules of Civil Procedure. Despite repeated efforts to resolve these deficiencies, Defendants have made little to no good faith effort to cure these violations, resulting in ongoing prejudice and raising serious due process concerns by impairing Plaintiff's ability to prepare and prosecute her claims.

This conduct further implicates counsel's duties under the Arizona Rules of Professional Conduct, including ER 3.4 and ER 8.4(d), and reflects disregard for both procedural rules and fundamental constitutional protections.

Sincerely,

Sandra Rodriguez

On Mon, Apr 13, 2026, 5:01 PM Dominick Détente <Dominick@shawlines.com> wrote:

Good afternoon Ms. Rodriguez,

Please see the attached Post-Amendment Responses to your Discovery Requests as well as our Second Supplemental Disclosure Statement.

Thank you and have a great rest of your day,

Dominick Detente, Esq.

SHAW & LINES, LLC

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EXHIBIT 22



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Rodriguez v. Gardens Gilbert - CV2024-005940

Diane Fincher <Diane@shawlines.com>

Wed, Nov 26, 2025 at 11:31 AM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Cc: Augustus Shaw <ashaw@shawlines.com>, Dominick D tente <Dominick@shawlines.com>

Good morning,

Attached please find Defendant's Initial Disclosure Statement, Defendant's First Set of Requests for Production of Documents to Plaintiff, Defendants' First Set of Non-Uniform Interrogatories, and Defendants' First Set of Requests for Admissions.

Please see the link below for the Exhibits for the Initial Disclosure Statement.

https://www.dropbox.com/scl/fo/oomownce7a7wkqyknmqh/AJ3X_ExzNPZ2L4dGhkIKdUg?rlkey=k8tar1ky2dzz2du8dp9qejnc4&st=qs0e3ci4&dl=0

A copy will be mailed as well.

Thank you.

Diane Fincher

Paralegal

SHAW & LINES, LLC

4523 E. Broadway Road

Phoenix, Arizona 85040

Phone: 480-456-1500

Fax: 480-456-1515

www.shawlines.com

We're Moving!

Effective December 1, 2025, our new office location will be:

1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

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INFORMATION WHICH IS ATTORNEY PRIVILEGED, CONFIDENTIAL AND INTENDED ONLY FOR THE USE OF THE ABOVE-NAMED RECIPIENT. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, PRINTING OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE OR RETURN THE E-MAIL MESSAGE TO US. THANK YOU. This firm may act as a debt collector. Any information obtained will be used for that purpose.

4 attachments

 **Request for Production - Documents - to Plaintiff_Copy.pdf**
176K

 **First Set of Non Uniform Interrogatories to Plaintiff.pdf**
196K

 **Request for Admissions to Plaintiff.pdf**
213K

 **Association's - Initial Disclosure Statement .pdf**
352K

EXHIBIT 24

Rodriguez v. Gardens Gilbert - CV2024-005940 - Outstanding Discovery and Settlement Conference Scheduling Letters

2 messages

Dominick Détente <Dominick@shawlines.com>

Wed, Dec 31, 2025 at 12:53 PM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Cc: Augustus Shaw <ashaw@shawlines.com>, Diane Fincher <Diane@shawlines.com>, Elizabeth Mundall <elizabeth@shawlines.com>, Receptionist <receptionist@shawlines.com>

Good afternoon Ms. Rodriguez,

I hope you are having a lovely holiday season and ready for a happy New Years!

Attached please find the following correspondence:

1. Letter regarding outstanding discovery responses past due; and
2. Letter regarding the Court's November 10, 2025 Minute Entry concerning settlement conference scheduling.

Copies of these letters are also being sent to you by U.S. mail today.

Please let us know if you have any questions.

Dominick Detente, Esq.

SHAW & LINES, LLC

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1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

480.456.1500

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2 attachments

 **Letter to Plaintiff re Outstanding Discovery Responses.pdf**
209K

 **Letter to Plaintiff re Settlement Conference Scheduling.pdf**
209K

Draft To: Augustus Shaw <ashaw@shawlines.com>
Cc: Dominick Détente <dominick@shawlines.com>
Bcc: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Dear Augustus H. Shaw IV,

I am in receipt of your December 31, 2025 email and attached correspondence regarding alleged discovery deficiencies and proposed settlement conference scheduling.

Defendants have not produced the records I requested, despite proper service of discovery and multiple follow-up communications. That issue remains unresolved.

For clarity of the record:

- On December 1, 2025, I served my Initial Rule 26.1 Disclosure, Requests for Admissions, Requests for Production, and Uniform and Non-Uniform Interrogatories.
- On December 22, 2025, I sent a follow-up documenting Defendants' failure to respond and requesting confirmation of production by December 30, 2025.
- On December 22, 2025, I also served a Second Request for Production, expressly noting that no responses had been received to the first set and that the second request was supplemental and non-duplicative.

To date, Defendants have not provided complete discovery responses or document production responsive to my December 1 and December 22, 2025 requests, including documents Defendants now appear to rely upon in asserting that my responses are "past due." I also have not received separate, verified interrogatory responses from each Defendant, including former and current Board members, as required by Rule 33(a) and (b), Arizona Rules of Civil Procedure.

During our telephone conversation on December 22, 2025, you stated that Defendants were providing limited discovery based on the Court's Tier 1 designation. That position is not supported by Arizona law. While Rule 26.2 limits the quantity of discovery in Tier 1 cases, it does not relieve a party of the obligation to provide complete, non-evasive responses to the discovery it elects to answer, to produce responsive documents that exist, or to comply with Rule 26.1 disclosure requirements. Arizona courts have repeatedly held that discovery limits do not excuse incomplete or inadequate responses, nor do they permit a party to withhold required information on relevance grounds without proper support. See *Cornet Stores v. Superior Court*, 108 Ariz. 84, 87 (1972) (discovery may not be used to obstruct access to relevant information); *Wells Fargo Bank v. Allen*, 231 Ariz. 209, 213 ¶14 (App. 2012) (discovery must be tied to claims and defenses and answered in good faith).

Accordingly, any suggestion that discovery deficiencies exist solely on my part is inaccurate and disregards Defendants' ongoing non-compliance with their disclosure and production obligations under

the Arizona Rules of Civil Procedure and Judge McDowell's November 12, 2025 Scheduling Order, which did not authorize incomplete responses or withholding of required information based solely on a Tier 1 designation. With respect to discovery scope, your correspondence suggests my objections are limited to financial information. That is incorrect. As set forth in the operative civil complaint, this action concerns HOA statutory noncompliance and governance misconduct, including obstruction of records access under A.R.S. § 33-1805, retaliatory and selective enforcement, election interference, and related claims for breach of contract and duty, negligence, intentional torts, discrimination, retaliation, and constitutional violations. The case does not place any medical condition, mental health, personal finances, indigency status, private writings, or alleged criminal or licensing conduct at issue.

Defendants' First Set of Discovery Requests is therefore misaligned with the pleadings and seeks broad categories of highly private, privileged, and constitutionally protected materials, including medical and mental-health records, financial and benefit records, private journals and notes, attorney communications and work product, and materials implying criminal or licensing violations, including purported "daycare" allegations. These requests are irrelevant, disproportionate, and not lawful under Arizona law.

On December 22, 2025, at approximately 5:09 p.m., I made a good-faith telephone call to Mr. Shaw seeking clarification regarding the purported daycare allegations and Defendants' repeated focus on my indigent status, neither of which is raised in the operative complaint. During that call, Mr. Shaw declined to provide substantive clarification, declined to withdraw the requests, and stated that Defendants would instead present the matter to the Court, explaining that he was acting pursuant to Judge McDowell's Scheduling Order.

Judge McDowell's Tier 1 designation limits the quantity of discovery, not its relevance or lawfulness. The Scheduling Order requires completion of discovery with full and final responses and ongoing Rule 26.1 disclosures; it did not authorize invasive discovery into constitutionally protected medical, financial, or personal matters unrelated to the pleaded claims.

With respect to settlement conference scheduling, I am willing to participate provided that participation imposes no financial burden and does not impede my constitutional right of access to the courts. The Court has confirmed my indigent status, and I am unable to pay mediator fees or other costs. Accordingly, I proceed on the understanding that any settlement conference ordered by the Court would be a court-provided, no-cost service. My agreement to participate is made in good faith and does not waive any rights, objections, or pending discovery issues.

For the foregoing reasons, I request that Defendants withdraw the above-identified improper discovery requests by **8:00 a.m. on Monday, January 5, 2025**. As previously discussed, this is not a threat but a professional notice. Continued pursuit of discovery that is irrelevant, unlawful, and constitutionally invasive may require me to seek appropriate relief.

I will be sending, under separate cover, my responses to Defendants' discovery requests, along

with separate correspondence identifying specific requests that are improper under the Arizona Rules of Civil Procedure.

Please confirm promptly:

- When Defendants will produce full and final responses and documents responsive to my December 1 and December 22, 2025 discovery requests;
- Whether production will be made electronically and by U.S. Mail, as previously requested; and
- Whether any proposed settlement conference will be conducted without cost to me.
- If you would like me to complete the three-page document and the additional document we discussed, please send a separate email with clear, specific instructions identifying the materials referenced, and clear instructions I will make a good-faith effort to complete and file them by the end of business on Friday, January 2, 2025.

This correspondence is intended to preserve the record.

Sincerely,

Sandra Rodriguez

[Quoted text hidden]

EXHIBIT 25



Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Rodriguez v. Gardens Gilbert, et al - CV2024-005940 - Motion to Dismiss Meet and Confer

2 messages

Dominick Détente <Dominick@shawlines.com>

Wed, Mar 25, 2026 at 4:10 PM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Cc: Augustus Shaw <ashaw@shawlines.com>, Diane Fincher <Diane@shawlines.com>

Good afternoon Ms. Rodriguez,

Please see the attached DRAFT of our intended Partial Motion to Dismiss.

Accordingly, could you please provide dates and times either this week or next in which you and I can discuss via telephone for the required meet and confer according to Ariz. R. Civ. P. 12(j) and 7.1(h)?

Thank you, and I hope you have a great rest of your day,

From: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Sent: Tuesday, March 24, 2026 6:03 PM

To: Diane Fincher <Diane@shawlines.com>

Cc: Augustus Shaw <ashaw@shawlines.com>

Subject: Re: Rodriguez v. Gardens Gilbert, et al - CV2024-005940

Dear Diane,

I previously responded to this matter directly to Mr. Shaw.

This email is to document that I have not received any draft or copy of Defendants' anticipated partial summary judgment motion or supporting evidence.

Defendants continue to withhold responsive discovery, in violation of Rules 26 and 34, Ariz. R. Civ. P., warranting relief under Rule 37, notwithstanding the Court's February 23, 2026 Order.

Sincerely,

Sandra Rodriguez

On Mon, Mar 23, 2026, 12:35 PM Diane Fincher <Diane@shawlines.com> wrote:

Good afternoon,

The Defendants intend to file a Motion to Dismiss. Pursuant to rule 12(j) and Rule 7.1(h),

Arizona Rules of Civil Procedure, we are required to confer with you in person or by telephone prior to filing the Motion to Dismiss.

We are available at your convenience for a telephone conversation or an in-person meeting this week?

We look forward to hearing from you.

Diane Fincher
Paralegal
SHAW & LINES, LLC
We've Moved!
1490 S. Price Rd., Suite 318
Chandler, Arizona 85286
Phone 480-456-1500
Fax 480-456-1515
www.shawlines.com

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Dominick Detente, Esq.
SHAW & LINES, LLC
We've Moved!
1490 S. Price Rd., Suite 318
Chandler, Arizona 85286
480.456.1500

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 **DRAFT Motion to Dismiss.pdf**
330K

Dominick D tente <Dominick@shawlines.com>
To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>
Cc: Augustus Shaw <ashaw@shawlines.com>, Diane Fincher <Diane@shawlines.com>

Mon, Mar 30, 2026 at 9:43 AM

Good morning Ms. Rodriguez,

I hope you are doing well. I am sending one last follow-up attempt to meet and confer with me regarding our upcoming Motion to Dismiss.

Please feel free to call anytime today or tomorrow.

Thank you,

Dominick Detente, Esq.

SHAW & LINES, LLC

We've Moved!

1490 S. Price Rd., Suite 318

Chandler, Arizona 85286

480.456.1500

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From: Dominick D tente

Sent: Wednesday, March 25, 2026 4:10 PM

To: Sandra Rodriguez <sandra.rodriguez0339@gmail.com>

Cc: Augustus Shaw <ashaw@shawlines.com>; Diane Fincher <Diane@shawlines.com>

Subject: Rodriguez v. Gardens Gilbert, et al - CV2024-005940 - Motion to Dismiss Meet and Confir

[Quoted text hidden]

EXHIBIT 26

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.

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

20 **Defendants,**

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

**AFFIDAVIT OF SANDRA
RODRIGUEZ IN SUPPORT OF
PLAINTIFF'S MOTION TO COMPEL**

21 **TO THE HONORABLE JUDGE MCDOWELL:**

22 I, Sandra Rodriguez, being first duly sworn, declare as follows:

- 23 1. I am the Plaintiff in this matter and am self-represented. I have personal knowledge of the
24 facts set forth herein and am competent to testify to them. This Affidavit is submitted in
25 support of my Motion to Compel. I declare under penalty of perjury that the foregoing is
26 true and correct to the best of my knowledge and belief.
27
28

- 1 2. I served Requests for Production, Requests for Admission, and Interrogatories on
2 Defendants on December 1, 2025, supplemented on December 22, 2025, and re-served on
3 March 1, 2026 after Defendants failed to respond within the time required under the
4 Arizona Rules of Civil Procedure.
5
- 6 3. Despite these requests, Defendants—including Gardens Gilbert Community Association,
7 Focus HOA Management, LLC, Anna Schultz, Harman Cadis, and Brooke Sortor—have
8 refuse to provide full and complete discovery responses or produce the requested
9 documents.
10
- 11 4. On February 23, 2026, the Court lifted the stay and designated this matter as a Tier 3 case,
12 reaffirming Defendants’ obligation to comply with disclosure and discovery requirements.
13 Defendants have continued to withhold responsive documents after that Order.
14
- 15 5. On March 1, 2026, Defendants served an Initial Disclosure; however, it did not include
16 supporting documents or evidence responsive to Plaintiff’s discovery requests and
17 consisted primarily of narrative statements and legal argument rather than the facts,
18 witnesses, and documents required under Rule 26.1.
- 19 6. On March 9, 2026, I notified Defendants’ counsel that discovery remained outstanding
20 and requested a production date. Instead of providing discovery, Defendants’ counsel
21 responded that Defendants would withhold responses until I provided additional exhibits
22 and an “updated” disclosure.
23
- 24 7. I participated in a telephonic meet-and-confer with Defendants’ counsel, Augustus H.
25 Shaw IV, on March 25, 2026. During that conference, I identified the outstanding
26 discovery and requested that Defendants produce the requested documents and provide a
27 timeline for compliance.
28

1 8. During the meet-and-confer, counsel repeatedly stated, “I do not understand what you’re
2 requesting” and “I do not understand your discovery dispute,” despite my clear
3 identification of the discovery requests and deficiencies. Counsel refused to provide a
4 production date or commit to compliance.
5

6 Mr. Shaw’s response to Plaintiff’s discovery requests was to repeatedly claim confusion
7 while refusing to provide substantive answers. During the March 25, 2026 meet-and-
8 confer, Mr. Shaw stated, “*we have had our meet and confer regarding your discovery*
9 *requests... I do not understand what you’re requesting,*” and further asserted, “*I do not*
10 *understand your discovery dispute,*” despite Plaintiff’s clear requests for production of
11 previously served discovery.
12

13 9. Counsel further asserted that discovery deadlines were “not due” or had been “reset,”
14 which is inconsistent with the Arizona Rules of Civil Procedure and the Court’s February
15 23, 2026 Order.
16

17 10. When Plaintiff raised that Defendants’ conduct was denying her access to evidence,
18 stating, “*you’re denying my constitutional right, my, my, yeah, my right to access to the*
19 *evidence,*” Mr. Shaw continued to deflect, responding that he did not understand “*because*
20 *you will not allow me to ask questions,*” while simultaneously refusing to answer direct
21 questions regarding production or identify any actual deficiency in Plaintiff’s requests.
22 Plaintiff’s prior emails—copied to Mr. Shaw—clearly outlined the discovery deficiencies,
23 demonstrating his knowledge and continued refusal to comply. (See Exhs. 1 – notice of
24 no supporting evidence in Initial Disclosure; Exh. 18 – confirmation of completed meet-
25 and-confer and refusal to cure; Exh. 19 – continued noncompliance and failure to produce
26 records; Exh. 20 – counsel deflects and invokes procedure without curing; Exh. 21 –
27 confirmation of unresolved deficiencies after meet-and-confer; Exh. 22 – email
28

1 transmitting Initial Disclosure via Dropbox link; Exh. 24 – Plaintiff follow-up email
2 documenting noncompliance and requesting production dates; Exh. 25 – Plaintiff
3 documents lack of discovery and Defendants’ intent to proceed without evidence).

4
5 11. Following the Court’s April 9, 2026 Order, Defendants continued to withhold all
6 discovery—including Requests for Production, Requests for Admission, and Uniform and
7 Non-Uniform Interrogatories—on behalf of all Defendants, and for the first time broadly
8 asserted attorney-client privilege to refuse production without providing a privilege log or
9 identifying specific documents withheld. Defendants instead provided generalized,
10 noncompliant responses consisting of blanket objections and conditional refusals,
11 including asserting that they “object to each... request... to the extent” it seeks
12 discoverable information, that they “*will not respond... absent agreement of the parties*
13 *or order of the Court,*” and limiting responses to self-imposed Tier restrictions rather than
14 producing complete discovery. (See Exh. 16 at 1–2, 5 – *blanket objections, refusal to*
15 *respond, and improper Tier limitations*)

16
17
18 12. Based on my knowledge, the materials withheld include factual records, communications,
19 and business documents that are not privileged, and Defendants’ blanket assertion of
20 privilege is being used to avoid producing discoverable evidence.

21
22 13. Defendants have continued to withhold and obstruct discovery after the meet-and-confer,
23 despite repeated written requests, including emails documenting deficiencies and
24 requesting compliance.

25
26 14. Defendants have also failed to provide individual responses on behalf of each Defendant
27 and have attempted to shift discovery obligations solely to the Association, despite each
28 named Defendant being required to respond.

1 15. To date, Defendants have produced only limited materials, including an insurance policy,
2 governing documents already in my possession, and affidavits that do not include
3 supporting facts or responsive records.
4

5 **16. The documents withheld by Defendants include relevant, non-privileged materials**
6 directly supporting Plaintiff's claims for negligence, gross negligence, intentional torts,
7 breach of contract and duty, discrimination, and retaliation, including:

- 8 • **Fraud reports and third-party agency communications** (*including DES OIG*)
9 (*reports, referrals, supporting statements, and internal coordination*) (*See Exh. 6*
10 *– requests for all communications and materials preceding reports to DES OIG*
11 *and other agencies; Exh. 5 – requests for all communications and reports to*
12 *government agencies alleging fraud or misconduct*);
- 13 • **Surveillance, monitoring, and targeting of Plaintiff's home and activities**
14 (*logs, photographs, videos, monitoring records, and internal communications*)
15 (*See Exh. 6 – requests for monitoring, tracking, and targeting of Plaintiff; Exh. 5*
16 *– surveillance records, logs, and communications regarding monitoring Plaintiff*);
- 17 • **Identification of individuals and vehicles used to monitor or investigate**
18 **Plaintiff** (*full names, roles, assigned personnel, make/model, license plate*
19 *numbers, and authorization records*) (*See Exh. 7 – Request No. 8 requiring*
20 *identification of vehicles, authorized users, and individuals assigned to conduct*
21 *inspections or monitoring; Exh. 5 – records of all individuals visiting Plaintiff's*
22 *home including names, roles, and purpose*);
- 23 • **Financial misconduct and fraud evidence** (*bank records, ledgers, vendor*
24 *payments, reimbursements, and internal financial communications*) (*See Exh. 5 –*
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1 *bank statements, ledgers, reimbursements, and financial records; Exh. 6 –*
2 *financial representations and internal discrepancies);*

- 3 • **Governance and breach of duty evidence** (*Board minutes, election interference,*
4 *internal control and decision-making records*) (*See Exh. 5 – governance records*
5 *and Board communications; Exh. 7 – election control and governance conduct*);
- 6 • **Selective enforcement, discrimination, and retaliation evidence** (*comparative*
7 *enforcement data, complaint patterns, and internal communications targeting*
8 *Plaintiff*) (*See Exh. 7 – comparative enforcement and retaliation patterns; Exh. 6*
9 *– internal coordination and enforcement conduct*);
- 10 • **Communications and coordination evidence** (*emails, texts, social media, third-*
11 *party coordination, and internal strategy discussions*) (*See Exh. 5 –*
12 *communications relating to Plaintiff and enforcement actions; Exh. 6 – attorney*
13 *coordination and internal communications*).
- 14 • **Camera footage and surveillance recordings**, including internal office
15 surveillance from Focus HOA Management, LLC, such as recordings from
16 Plaintiff's May 2025 office visit where Brooke Sortor instructed employees
17 Jessica Munn and Brittany Schultz to contact law enforcement after Plaintiff
18 identified herself and requested architectural forms, along with related incident
19 reports, logs, and internal communications (*See Exhs. 5, 6, 7*).

20 These materials are factual business records, third-party communications, and operational
21 records—not privileged—and were specifically requested in Plaintiff's discovery.
22 Defendants' conduct has been continuous despite notice, court orders, and opportunity to
23 cure.

1 17. Defendants have also relied on mailing to claim service, despite records showing
2 documents were returned unclaimed, and have not taken reasonable steps to cure service
3 defects, even though they have previously used electronic methods to transmit documents.
4

5 18. Based on my personal knowledge, Defendants' conduct reflects a pattern of delay,
6 obstruction, and refusal to comply with discovery obligations, which has prevented me
7 from obtaining evidence necessary to prosecute my claims.

8 19. I have made multiple good-faith efforts to resolve this dispute without Court intervention,
9 including written communications and the March 25, 2026 meet-and-confer, but
10 Defendants have refused to engage meaningfully or cure deficiencies.
11

12 20. Defendants' continued refusal to provide discovery has prejudiced my ability to prepare
13 for deposition, develop evidence, and prosecute this case.
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15 Respectfully submitted this 15th day of April 2026.

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17 Sandra Rodriguez
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