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2 4375 E. Betsy Lane  
3 Gilbert, Arizona 85296  
4 **Phone Number:** 602-688-9720  
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6 **Representing:**  Self Represented, without a Lawyer

CLERK OF THE  
SUPERIOR COURT  
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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,**

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

**MOTION TO AMEND CIVIL  
COMPLAINT**

21 **TO THE HONORABLE JUDGE MCDOWELL:**

22 Plaintiff respectfully moves for leave to file a First Amended Complaint pursuant to  
23 Arizona Rule of Civil Procedure 15(a)(2) following remand from the Arizona Court of Appeals  
24 and based on substantial post-filing developments that further expand and aggravate Defendants'  
25 tortious conduct.

26 The Court of Appeals reversed in part, reinstated Plaintiff's tort claims against Gardens  
27 Gilbert Community Association ("GGCA"), Focus HOA Management, LLC, and individual  
28 defendants, and remanded for further proceedings. Amendment is therefore necessary to conform  
the pleadings to the appellate mandate, governing law, and the current factual record.

1 **I. PURPOSE AND SCOPE OF THE AMENDMENT**

2 This amendment:

- 3
- 4 1. **Aligns the operative allegations with the Court of Appeals’ ruling**, including reinstated  
5 negligence, gross-negligence, intentional-tort, and personal-injury claims;
  - 6 2. **Restates with specificity the reinstated tort and personal-injury claims** under Arizona  
7 common law, including conduct causing physical harm, emotional distress, and unsafe  
8 housing conditions;
  - 9 3. **Pleads discrimination and retaliation based on post-filing and continuing conduct**,  
10 including escalation after Plaintiff exercised statutory, constitutional, and housing-related  
11 rights; and
  - 12 4. **Alleges the personal participation of Board members, managing agents, and counsel**,  
13 consistent with Arizona authority permitting individual liability for tortious acts  
14 committed within or beyond association governance.  
15 *See Hall v. Romero*, 141 Ariz. 120, 123 (App. 1984); *Dawson v. Withycombe*, 216 Ariz.  
16 84 (App. 2007).

17  
18 *Since Plaintiff’s original filing, Defendants’ conduct has escalated, including obstruction*  
19 *during a documented health emergency, misuse of enforcement mechanisms, law-enforcement*  
20 *escalation based on false premises, surveillance-type conduct, and retaliatory litigation tactics.*  
21 *These developments materially expand Plaintiff’s claims and cannot be fairly adjudicated without*  
22 *amendment.*

23 **II. PROCEDURAL HISTORY RELEVANT TO AMENDMENT**

- 24 1. Plaintiff filed her original Complaint on March 21, 2024.
- 25 2. The Superior Court dismissed the action.
- 26
- 27 3. On August 12, 2025, the Arizona Court of Appeals reversed in part and reinstated  
28 Plaintiff’s tort claims.

- 1 4. The case returned on remand “as if no ruling had occurred” as to those claims.
- 2
- 3 5. In its November 12, 2025 Minute Entry, this Court directed Plaintiff to seek
- 4 amendment under Rule 15.
- 5 6. Discovery has only recently commenced under the Court’s Scheduling Order.

6 Amendment is therefore timely and procedurally proper.

### 7 **III. LEGAL STANDARD**

8

9 Rule 15(a)(2) provides that leave to amend “*shall be freely given when justice so*

10 *requires.*” Arizona courts favor amendment absent undue delay, bad faith, prejudice, or futility.

11 *MacCollum v. Perkinson*, 185 Ariz. 179, 184 (App. 1996). None of those factors are present here.

### 12 **IV. GROUNDS FOR AMENDMENT**

#### 13 **A. CONFORMANCE WITH APPELLATE MANDATE**

14

15 The existing pleading predates the appellate decision and reflects rulings that

16 were reversed or vacated. Amendment is required to plead the reinstated tort and

17 personal-injury claims consistent with the Court of Appeals’ mandate.

#### 18 **B. POST FILING ESCALATION, DISCRIMINATION, AND RETALIATION**

19

20 Plaintiff alleges continuing and worsening conduct occurring after the original

21 filing, including retaliatory enforcement, discriminatory obstruction of housing-related

22 approvals, and interference with protected activity. These claims arise from the same

23 factual nucleus and are properly pled by amendment and supplementation.

#### 24 **C. PERSONAL LIABILITY OF INDIVIDUAL DEFENDANTS AND COUNSEL**

25

26 The amendment alleges personal participation by Board members, managing

27 agents, and Augustus H. Shaw IV in non-judicial conduct, including enforcement

28 decisions, record-access restrictions, architectural obstruction, and retaliatory measures.

Litigation privilege does not extend to such conduct. *See Chalpin v. Snyder*, 220 Ariz. 413, 421–22 (App. 2008). Joinder is proper under Rules 19 and 20.

1           **D. NO PREJUDICE**

2                           Discovery is in its early stages. Allowing amendment now avoids piecemeal  
3 litigation and promotes efficient adjudication on the merits.

4  
5   **V. BENEFIT TO THE COURT**

6           The proposed Amended Complaint:

- 7                           • conforms the pleadings to the appellate ruling;  
8                           • clarifies each defendant's role;  
9                           • incorporates severe post-filing developments;  
10                          • streamlines and organizes claims; and  
11                          • ensures Rule 8 compliance.

12  
13   **VI. PRESERVATION OF RIGHTS**

14                          Plaintiff notes that denial of leave may impair her ability to prosecute claims expressly  
15 reinstated by the Court of Appeals and to plead continuing violations arising from the same  
16 conduct. This statement is made solely to preserve appellate rights.

17   **VII. CONCLUSION**

18  
19           For these reasons, Plaintiff respectfully requests that the Court:

- 20                          1. Grant leave to file the Amended Complaint;  
21                          2. Attached are Exhibit 1, the redlined proposed First Amended Civil Complaint, and  
22                          Exhibit 2, the clean final version to be filed if the Court grants leave.  
23                          3. Direct Defendants to respond pursuant to Rule 12(a).

24  
25           Respectfully submitted this 5th day of January 2026.

26   

27  
28           Sandra Rodriguez

**VIII. EXHIBITS**

1. **Exhibit 1:** Redlined Proposed First Amended Civil Complaint
2. **Exhibit 2:** Clean Copy of the First Amended Civil Complaint to be filed upon Court approval
3. **Exhibit 3:** Master Exhibit List in support of the First Amended Civil Complaint

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1 **XI. CERTIFICATE OF SERVICE**

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3 I served copies of this ***PLAINTIFF'S MOTION FOR LEAVE TO AMEND***  
4 ***COMPLAINT*** for on all parties of record via U.S. Mail.

5  
6 **OPPOSING PARTY INFORMATION**

7 **DEFENDANTS:**

- 8 ○ Gardens Gilbert Community Association
- 9 ○ Focus HOA Management, LLC
- 10 ○ Harmin Cadis
- 11 ○ Brooke Sortor
- 12 ○ 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:** 4523 E. Broadway Road, Phoenix, Arizona 85040

18 Respectfully submitted this 5th day of January 2026.

19 

20  
21 Sandra Rodriguez

# EXHIBIT 1

COPY

JUN 17 2024



CLERK OF THE SUPERIOR COURT  
C. RICO  
DEPUTY CLERK

Person Filing Sandra Rodriguez  
Address(if not protected): 4375 E. Betsy Lane  
City, State, Zip Code: Gilbert, Arizona 85296  
Telephone: 602 688 9720  
Email Address: sandra.rodriguez0339@gmait.com  
Lawyer's Bar Number: N/A

Representing Self, without a Lawyer or @ Attorney for Petitioner OR Respondent

## SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Sandra Rodriguez  
Name of Plaintiff

Case Number: CV2024-005940

~~Gardens Gilbert Community Association~~  
Name of Defendant

Title: CIVIL COMPLAINT  
Breach of Contract & Duty, Harassment  
Discrimination, Retaliation, and Negligence  
(Amendment)

Plaintiff provides this amended Redline Civil Complaint. First Civil Complaint is a copy of the one I filed on June 14, 2024. Please skip to page page 50 to find new version. My Apologies in advanced for any confusion.:

### JURISDICTION and VENUE

~~1. Maricopa County Superior Court has the legal authority to hear and decide this case because: (Check all boxes that are true).~~

- ~~The value of this case exceeds \$10,000 dollars.~~
- ~~Replevin or other nonmonetary remedy will take place in Maricopa County.~~
- ~~The Plaintiff resides in Maricopa County.~~
- ~~The Defendant resides in Maricopa County.~~
- ~~The Defendant does business in Maricopa County.~~
- ~~The events, actions, or debts subject of this Complaint occurred in Maricopa County.~~
- Other reason: \_\_\_\_\_

**DISCOVERY TIER**

~~2. Pursuant to Arizona Rules of Civil Procedure, Rule 26.2 (c) (3), the Court should assign my case to the following tier based on the amount of damages I request.~~

~~Tier 1 = Actions claiming \$50,000 or less in damages.~~

~~1 Tier 2 = Actions claiming more than \$50,000 and less than \$300,000 in damages, OR Actions claiming nonmonetary relief.~~

Tier 3 = Actions claiming \$300,000 or more in damages.

**PARTIES**

3. The Plaintiff in this case is Sandra Rodriguez

4. The Defendant in this case is Gardens Gilbert Community Association, Focus HOA Management, LLC, Brooke Sortor, Harman Cadis, and Anna Schultz

~~STATEMENT OF FACTS AND BREACH~~

~~(See Addendum A)~~

~~Defendant refused to provide the homeowner with a clear and transparent explanation of their financial practices, and right to access to a copy financial documents~~

~~6. Defendant refused to address community petition to clean up and maintain community to high standards as CC&Rs requires.~~

~~7. HOA demonstrated negligence by refusing to keep the community clean and up to "high standards" as the CC&Rs indicates.~~

~~8. Defendant has taken adverse action acting in retaliation plaintiff when requesting help to address community nuisance and lack of cleanliness.~~

~~9. See Addendum A~~

10 See Addendum A

(If you need more space, add an attachment labeled "Statement of Facts and Breach," and continue consecutive numbering.)

~~APPLICABLE LAW SUPPORTING CLAIMS~~

~~See Addendum B~~

( ~~Prohibits discrimination by HOA based on race, color, religion, sex, handicap familial status, or national origin. Must comply Fair Housing Act/anti-discrimination laws.~~

( ~~Arizona Rules of Professional Conduct Rule 1.3. Attorney Augustus Shaw, obstructed Rodriguez access to essential financial documents.~~

( ~~ARS § 33-1805 Requires HOAs to maintain financial records and make them available to homeowners upon request.~~

( ~~HOA must maintain common areas in a clean and orderly condition per Community, Conditions & Restrictions (CC&Rs) high standards.~~

( ~~CC&Rs legal binding documents that outline the rules & regulations governing a community including cleanliness, landscaping, and overall aesthetics~~

( ~~Arizona Rules of Professional Conduct Rule 8.4 (Honesty & Transparency)~~  
~~(See Addendum B)~~

(If you need more space, add an attachment labeled "Applicable Laws Supporting Claims," and continue consecutive numbering.)

~~INJURIES (See Addendum C)~~

( ~~Discrimination based on protect classes (e.g., race, color, and familial status)~~  
~~Breach of Duty: HOA misrepresents its efforts to maintain cleanliness or intentionally col~~

~~Failed to maintain financial records and provide access as allowed by the~~

~~law.~~

~~Defendant has neglected community maintenance standard~~

~~The HOA's failure to address the issue violates the community's obligations under~~

~~Arizon In retaliation for the plaintiff's legitimate actions of contacting the~~

~~homeowners association (HOA) to address cleanliness and maintenance issues as~~

~~mandated by the co~~

~~HOA levies fines against a homeowner who raised concerns about~~

~~community maintenance or challenged the board's decisions.~~

(If you need more space, add an attachment labeled "Injuries," and continue consecutive numbering.)

~~DEMAND FOR RELIEF~~

~~(See Addendum D)~~

~~WHEREFORE, Plaintiff demands judgment against defendant(s), and each of them (if applicable) for the following dollars, interest, costs and expenses incurred herein, or non-monetary remedy, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.~~

~~HOA promptly fulfill its obligations by addressing the maintenance issues~~

~~and restoring the common areas to the standards outlined in the CC&Rs. (Arizona Plann~~

~~I request immediate access to the HOA's financial records, as~~

~~stipulated by our contractual agreements.~~

~~Compensation & punitive damages emotional distress caused by harassment (12-18~~

~~lossess suffered due to breach of contract.(e.g., health issues, property devaluation.) (12~~

~~Please refrain from taking any adverse actions against me, such as imposing fines~~

~~or restricting my access to meetings, which may impede my right to freedom of~~

~~speech.~~

(If you need more space, add an attachment labeled "Demand for Relief," and continue consecutive numbering.)

Dated this

June 17, 2024

(Date of signature)

A handwritten signature in black ink, appearing to be "J. J. Jones", written over a horizontal line.

(Signature of Plaintiff or Plaintiff's Attorney)

~~ADDENDUM A:~~

~~STATEMENT OF FACTS AND BREACH (Amendment)~~

~~Plaintiff Sandra Rodriguez, a single mother of two, brings this civil complaint against the Gardens Gilbert Community Association (GGCA) and its representatives for multiple breaches of duty, negligence, retaliation, and discrimination, resulting in significant personal and familial harm.~~

~~Refusal to Provide Documentation: Defendants refused to provide meeting agenda minutes and/or applicable documents, obstructing transparency and the plaintiff's right to access financial records and other pertinent information.~~

~~On several occasions between November 2023 to date June 2024, the defendants refused to provide meeting agendas, minutes, and other pertinent documents. This obstructed the plaintiff's right to access financial records and other necessary information, violating transparency requirements.~~

~~Lack of Financial Transparency: Violation of Plaintiff's Rights: The defendants have repeatedly failed to provide the plaintiff with a clear and transparent explanation of their financial practices, thereby infringing on the plaintiff's right to financial transparency. Despite multiple requests on several occasions, specifically on December 18, 2023, December 21, 2023, December 23, 2023, January 4, 2024, January 11, 2024, and January 15, 2024, the defendants have not offered a clear account of their financial activities. This lack of transparency obstructs the plaintiff's ability to understand the financial dealings impacting her community.~~

~~Lack of Financial Transparency: Violation of Plaintiff's Rights~~

~~The defendants have repeatedly failed to provide the plaintiff with a clear and transparent explanation of their financial practices, thereby infringing on the plaintiff's right to financial transparency. Despite multiple requests on several occasions—specifically on December 18, 2023, December 21, 2023, December 23, 2023, January 11, 2024, and January 15, 2024—the defendants have not offered a clear account of their financial activities. This lack of transparency obstructs the plaintiff's ability to understand the financial dealings impacting her community.~~

~~Efforts to obtain copies of relevant financial documents have been continually obstructed by Anna Schiltz, President of the GGCA Board of Directors. Schiltz has repeatedly claimed that the documents were either unavailable or non-existent. Additionally, Brooke Sortor, the Focus HOA Community Manager,~~

~~and their legal counsel, Augustus Shaw IV, have engaged in aggressive tactics to prevent the plaintiff from accessing these documents. These actions are in direct violation of the Arizona Nonprofit Corporation Act, which mandates that nonprofit organizations, including HOAs, must maintain and make available for inspection certain financial records. Specifically, Arizona Revised Statutes §10-11601 requires that corporations keep accurate financial records and that these records be open to inspection by any member of the corporation. The defendants' refusal to comply with these statutory requirements exacerbates the infringement on the plaintiffs rights and undermines the principles of accountability and transparency that should govern the HOA's operations.~~

~~Relevant legal precedents and HOA regulations underscore the necessity for financial transparency and the right of homeowners to access financial records. According to standard HOA governance practices, members are entitled to inspect and review financial records to ensure proper management and allocation of community funds. The defendants' actions not only violate these principles but also erode trust and accountability within the community.~~

~~Specific Actions by Defendants:~~

- ~~• Consistent Obstruction: Anna Schultz frequently stated that financial documents were not available, despite the plaintiffs numerous requests. On January 4, 2024, legal counsel Shaw refused to provide financial documents, declining to provide the majority of documents requested and alleging the defendants were not required to share them.~~
- ~~• Policy Manipulation: Counsel Shaw created a new policy specifically targeting the plaintiff's right to question the election process and/or financial transparency.~~
- ~~• Communication Restrictions: On May 31, 2024, Shaw escalated the retaliatory actions by mandating that the plaintiff submit all requests via regular U.S. Mail, effectively creating an unnecessary and burdensome barrier.~~
- ~~• Selective Enforcement and Harassment: The defendants issued baseless violations and engaged in defamatory actions, further discouraging the plaintiff from pursuing her right to information.~~
- ~~• Legal Intimidation: Shaw's role was primarily to block and impede the plaintiffs rights to access information, acting as a shield to prevent the delivery of legal documents the plaintiff is entitled to access. This resulted in aggressive tactics to shield information, harass, and intimidate the plaintiff in efforts to stop her requests for information. The excessive use of force and authority by legal counsel against the plaintiff not only aimed to intimidate and discredit her but also had broader consequences, including creating a chilling effect on the plaintiff's ability to seek redress and engage with the HOA.~~

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Association

~~These actions collectively demonstrate a concerted effort by the defendants to retaliate against the plaintiff for her legitimate inquiries and legal actions, further highlighting their bad faith and discriminatory practices. The lack of transparency and deliberate obstruction of information access not only violates the plaintiff's rights but also undermines the integrity of the community's financial management.~~

~~Failure to Maintain Community Standards: Defendants refused to address community petitions to clean up and maintain the community to high standards as required by the CC&Rs, resulting in an unsafe, unclean, and unsanitary community environment.~~

~~The defendants ignored multiple community petitions dated November 17, 2023 to date June 17, 2024 to clean and maintain communal areas. Their failure resulted in an unsafe, unclean, and unsanitary environment, contrary to the community's Covenants, Conditions, and Restrictions (CC&Rs).~~

~~◦ Negligence: Defendants demonstrated gross negligence by failing to maintain community cleanliness and uphold high standards as required by the CC&Rs. This negligence resulted in illness for the plaintiff and her family.~~

~~Due to the defendants' gross negligence in maintaining community cleanliness, the plaintiff and her family fell ill on July 2023 to present June 17, 2024. Plaintiff and family are all under current medical supervision due to health issues related to these events. This negligence directly violated the standards set forth in the CC&Rs.~~

~~◦ Vicarious Liability and Gross Negligence: Due to the lack of community cleanliness and maintenance, as required by the CC&Rs, the plaintiff and her family experienced and continue to experience adverse health effects, demonstrating a severe neglect of duty.~~

~~◦ Retaliation Against Plaintiff: Defendants took retaliatory actions against the plaintiff, Ms. Rodriguez, following her grievances. After voicing concerns about public disturbances, unclean communal spaces, unleashed dogs, pet waste, trespassing by other residents while representing GGCA, Bi-ooke Sortor, VP Community Manager, responded in a retaliatory manner.~~

~~Following the plaintiff's complaints on November 17, 2023, regarding public disturbances and community cleanliness, the defendant GGCA / GGCA Board of Directors, in collaboration with Focus~~

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Association

~~HOA VP Community Manager, Brooke Sortor, engaged in a series of retaliatory actions against plaintiff.~~

~~The defendants' retaliatory behavior involved, but was not restricted to:~~

- ~~◦ Assessed Violations and Penalties: Imposing unjustified violations and penalties on the plaintiff.~~
- ~~◦ Selective Enforcement: Enforced/Enforcing rules selectively against the plaintiff.~~
- ~~◦ Legal Action: Hired a lawyer to send a cease and desist letter instead of resolving the reported dog maintenance issue, in an attempt to silence the plaintiff.~~
- ~~◦ Rejection of Petitions for Help: Rejecting the plaintiffs petitions for assistance and failing to fully resolve the maintenance issues.~~
- ~~◦ Harassment: Engaging in or encouraging harassment of the plaintiff by other members, board members, and close associates.~~
- ~~◦ Failure to Address Common Area Damages: Neglecting to address damages caused by common area issues affecting the plaintiff.~~
- ~~◦ Negative Publicity: Criticizing and defacing the plaintiff in HOA meetings and/or communications.~~
- ~~◦ Imposed Assessments or Dues: Targeting the plaintiff with additional assessments or dues due to their complaints.~~
- ~~◦ Refusal to Perform Necessary Maintenance: Refusing to perform necessary maintenance affecting the plaintiffs property.~~
- ~~◦ Communication Restrictions: Limiting the plaintiffs ability to communicate with other homeowners or participate in HOA meetings.~~
- ~~◦ Threats and Intimidation: Using threats or intimidation tactics to discourage the plaintiff from exercising their rights or pursuing legal action.~~
- ~~◦ Delays and Obstruction: Delaying or completely ignoring responses to the plaintiffs requests or complaints as a means of obstruction.~~

~~Obstructed rights as an HOA member. These actions collectively aimed to silence the plaintiff and prevent the resolution of the reported issues.~~

- ~~◦ Harassment and Intimidation: Following Ms. Rodriguez's complaint, the defendants harassed and intimidated her, including hiring legal representation to suppress her voice and dismiss her concerns, which remained unresolved for a prolonged period.~~

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~~The defendants engaged in harassment and intimidation tactics following the plaintiffs complaints. This included hiring legal representation to suppress her voice and dismiss her concerns, leaving issues unresolved for an extended period. The harassment began on September 17, 2024, and worsened after the plaintiff submitted a complaint to Harmin Cadis, the Focus HOA Owner/President, on November 17, 2024. During civil legal proceedings, the defendants and their legal counsel escalated retaliatory actions against the plaintiff in an effort to obstruct justice and continue to punish her for exercising her legal right to the civil process.~~

~~Defamation and Obstruction: The plaintiffs reputation with the Gardens Gilbert Board of Directors was severely damaged due to the defendants' actions. Anna Schultz, the President of the Board of Directors, ignored the plaintiffs requests for assistance. In collaboration with Brooke Sortor, Community Manager of Focus HOA, and Harmin Cadis, Owner/President, Sortor while representing GGCA obstructed the plaintiffs communication with the Board, violating the plaintiffs First Amendment rights and other legal entitlements. Additionally, Anna Schultz, along with her husband, Matthew Schultz, made disparaging comments on social media platforms such as Facebook and Nextdoor.com. These comments were intended to disparage, discriminate against, and retaliate against the plaintiff during the ongoing civil proceedings. Furthermore, Ms. Schultz conspired to encourage the hate against plaintiff by others to post comments on social media against the plaintiff, furthering attempts to disparage, retaliate, and defame the plaintiff.~~

~~On, but not limited to, February 23, 2024, April 2, 2024, and April 4, 2024, Anna Schultz, President of the Board of Directors, along with her husband, Matthew Schultz, made disparaging comments about the plaintiff on social media platforms, including Facebook and Nextdoor.com. These actions were intended to damage the plaintiffs reputation and obstruct her communication with the Board. Ms. Schultz instructed members of her own Facebook group to engage in harassment by defaming the plaintiffs character as she attempted to promote herself when she nominated herself to run for the GGCA Board of Directors 2024 Election. Screenshots of these actions will be provided to the court during the scheduled hearing.~~

~~Breach of Duty and Contract: Defendants neglected the plaintiffs plea to enhance and maintain community cleanliness as required by the CC&Rs, leading to unsafe and unsanitary conditions. This neglect constitutes a breach of duty and contract.~~

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Association

~~The defendants neglected the plaintiff's repeated requests, dated November 17, 2023 to present day June 17, 2024, to enhance and maintain community cleanliness as required by the CC&Rs, leading to unsafe and unsanitary conditions. This constitutes a breach of duty and contract.~~

~~Issuing Retaliatory Violations: In response to the plaintiff's reports of maintenance issues, defendants issued retaliatory "violations" to the plaintiff, taking adverse actions intended to impose fees and/or liens.~~

~~In retaliation for the plaintiff's reports of maintenance issues, the defendants issued unjustified violations on September 27, 2023, November 16, 2023, and February 26, 2024, intending to impose fees and/or liens.~~

~~Discrimination: The defendants engaged in blatant discriminatory actions against the plaintiff, a single mother of two, based on her race, color, familial status, and socio-economic status, treating her differently compared to other homeowners. This discriminatory treatment is evidenced by the issuance of a violation on September 14, 2023, merely two months after the plaintiff and her children moved into their first home in the Gardens Gilbert Community.~~

~~The plaintiff had applied for a fee deferral, clearly communicating to Brooke Sorter that she could not afford to repaint her house so soon after moving in. Despite this, she was still issued a violation. This timing is highly suspect and suggests a targeted action against the plaintiff, as adverse actions began almost immediately upon her moving into the community.~~

~~Furthermore, the plaintiff and her children are the only Latinos in the neighborhood, making them a conspicuous minority. The discriminatory intent is further underscored by the lack of similar violations issued to other residents who are not of Latino descent, despite similar or more significant rule infractions.~~

~~The nature and frequency of the interactions between the plaintiff and the HOA, characterized by selective enforcement of rules and hostile communications, further demonstrate a pattern of discrimination. The plaintiff's attempts to resolve issues through standard channels were rriet with disproportionate penalties and unfounded accusations, unlike the experiences of other homeowners.~~

~~In summary, the combination of the timing of the violation, the unique minority status of the plaintiff's family, and the disparate treatment compared to other residents strongly indicate that the actions of the defendants were driven by discriminatory motives. These actions directly violated the plaintiff's rights under anti-discrimination and fair housing laws.~~

~~^ Election Fraud: Defendants engaged in fraudulent activities during GGCA HOA 2024 Board of Directors elections, manipulating the outcomes to maintain control and suppress opposition, thereby undermining the democratic process within the community.~~

~~The defendant GGCA, represented by Anna Schultz of the GGCA Board of Directors, in collaboration with Focus HOA Community Manager Brooke Sortor, manipulated the processing of the GGCA Board of Directors election outcomes. Between December 18, 2023, and May 20, 2024, they altered the election results to maintain control and suppress opposition, thereby undermining the democratic process within the community.~~

~~^ Ongoing Negligence: Defendants' persistent neglect of dog-related issues in the Gilbert Gardens Community has led to health and safety risks and increased neighborly discord, demonstrating ongoing negligence.~~

~~The defendants' persistent neglect of dog-related issues in the community has led to ongoing health and safety risks, as well as increased neighborly discord.~~

~~^ Misconduct by Defendant's Counsel: Augustus Shaw IV, the lawyer representing the defendants, has engaged in ongoing aggressive tactics, unethical acts, and stonewalling of information to shield his clients and infringe upon the plaintiffs rights.~~

~~Shaw's misconduct includes, but is not limited to:~~

- ~~^ Misrepresentation of Facts: Shaw has repeatedly misrepresented facts to obstruct justice and shield the defendants from accountability.~~
- ~~^ Withholding Information: Shaw has withheld crucial financial and corporate documents, such as meeting agendas and minutes, hindering the plaintiff's ability to make informed decisions and assert her rights.~~
- ~~^ Aggressive Tactics: Shaw has employed aggressive legal tactics to intimidate and harass the plaintiff, creating an environment of fear and retaliation.~~
- ~~^ Unethical Conduct: Shaw's actions reflect a pattern of unethical behavior, undermining the integrity of the legal process and infringing upon the plaintiff's legal entitlements.~~
- ~~^ Retaliation and Harassment Due to Legal Proceedings: Defendants harassed and retaliated against the plaintiff in response to her initiation of legal proceedings. This included attempts to intimidate her, discredit her claims, and create additional obstacles to her pursuit of justice.~~

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Most recently, following the initiation of legal proceedings by the plaintiff on May 15, 2024, defendant's counsel Shaw engaged in a series of retaliatory actions clearly designed to punish the plaintiff.

These actions included:

- ~~Creation of a New Policy:~~ Shaw introduced a new policy specifically targeting the plaintiffs right to question the election process. This policy was implemented as a direct response to her inquiries, demonstrating a clear intent to retaliate against her for exercising her rights.
- ~~Restriction of Communication:~~ On May 31, 2024, Shaw escalated the retaliatory actions by restricting the plaintiffs ability to communicate with the defendants. Shaw stated that the defendants would no longer respond to her petitions directly and that she would have to submit all requests via regular U.S. Mail. This unnecessary and burdensome requirement was imposed solely on the plaintiff, creating an undue barrier to her ability to seek redress and engage with the GGCA and their third-party representatives, Focus HOA.
- ~~Intimidation and Discrediting Efforts:~~ Under Shaw's direction, the defendants undertook various actions aimed at intimidating the plaintiff and discrediting her in the eyes of the community. These actions included issuing baseless violations, spreading defamatory information about her, and selectively enforcing HOA rules against her while ignoring similar violations by other residents.

Moreover, the defendants and their legal counsel have attempted to punish the plaintiff by requiring her to pay for third parties, including Focus HOA, Board of Directors Member Anna Schultz, Focus HOA President/Owner Harmin Cadis, and Community Manager Brooke Sortor, by falsely claiming that her civil legal lawsuit was frivolous and without merit, despite clear evidence of harassment, discrimination, and retaliation. These actions exemplify an excessive use of force and authority against the plaintiff, further obstructing her access to justice and exacerbating her grievances.

~~History of Misconduct by Augustus Shaw IV:~~

Shaw has a documented history of misconduct and unethical, aggressive tactics when representing HOAs. Previous documents shated highlight his consistent pattern of behavior, which includes:

- ~~Using aggressive legal tactics to intimidate homeowners and suppress dissent within communities.~~
- ~~Engaging in unethical practices to protect his clients at the expense of individual homeowners' rights.~~
- ~~Stonewalling information and obstructing justice to prevent accountability for HOA boards.~~

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~~This history of misconduct further underscores the severity and intentional nature of the actions taken against the plaintiff, revealing a broader pattern of unethical and retaliatory behavior that extends beyond this case.~~

~~These retaliatory measures by counsel Shaw and the defendants highlight a persistent pattern of discrimination and retaliation, severely undermining the plaintiff's rights to fair treatment and due process. The introduction of new policies and communication restrictions, coupled with targeted intimidation efforts, clearly indicate a concerted effort to silence and marginalize the plaintiff.~~

~~Final Summary:~~

~~Plaintiff Sandra Rodriguez, a single mother of two, brings this civil complaint against the Gardens Gilbert Community Association (GGCA) and its representatives for multiple breaches of duty, negligence, retaliation, and discrimination resulting in significant personal and familial harm.~~

~~The defendants have consistently refused to provide essential financial documentation and meeting minutes, obstructing transparency and violating the plaintiff's right to access critical information as mandated by the Arizona Nonprofit Corporation Act. Despite numerous requests, the plaintiff has been denied a clear account of the defendants' financial activities, severely impacting her ability to understand and oversee the financial dealings affecting her community.~~

~~In addition to obstructing access to information, the defendants have demonstrated gross negligence in maintaining community cleanliness, directly resulting in illness for the plaintiff and her family. Despite multiple petitions for maintenance and cleanup, the community has been left in an unsafe and unsanitary condition, violating the community's Covenants, Conditions, and Restrictions (CC&Rs).~~

~~The defendants have also engaged in a concerted pattern of retaliation and discrimination against the plaintiff. This includes the issuance of unjustified violations, selective enforcement of rules, and harassment. Notably, the plaintiff, the only Latino resident in the neighborhood, faced immediate and unjustified punitive actions, highlighting the discriminatory motives behind the defendants' actions.~~

~~Furthermore, the defendants, through their legal counsel Augustus Shaw IV, have employed aggressive and unethical tactics to intimidate and harass the plaintiff. Shaw has a documented history of using such tactics in HOA disputes, including misrepresentation of facts, withholding information, and~~

~~retaliatory measures. These actions, designed to obstruct justice and discredit the plaintiff, have included the introduction of restrictive communication policies and the spread of defamatory information.~~

~~The defendants' attempts to silence the plaintiff and punish her through excessive legal measures, such as requiring her to cover costs for third parties, underscore their bad faith and retaliatory intent. This behavior has not only violated the plaintiffs rights but also undermined the integrity of the community's governance.~~

~~Additional Statements of Facts and Breach:~~

~~1. Violation of Due Process:~~

~~Defendants failed to provide the plaintiff with proper notice and an opportunity to be heard before imposing violations and penalties.~~

~~2. Failure to Follow Proper Procedures:~~

~~Defendants did not adhere to the HOA's established procedures and guidelines when addressing the plaintiff's complaints and enforcing rules.~~

~~3. Conflict of Interest:~~

~~Defendants, including board members and their legal counsel, acted in their own interests rather than in the best interest of the community, leading to biased decisions and actions.~~

~~4. Misuse of HOA Funds:~~

~~Defendants potentially misallocated community funds, including legal fees and expenses, for personal vendettas against the plaintiff rather than for community benefit.~~

~~5. Breach of Fiduciary Duty:~~

~~Defendants breached their fiduciary duty to act in the best interest of all HOA members by targeting and discriminating against the plaintiff.~~

~~6. Failure to Mediate Disputes:~~

~~Defendants refused to engage in mediation or alternative dispute resolution processes as required by the HOA bylaws before resorting to punitive measures.~~

~~7. Lack of Accountability and Oversight:~~

~~Defendants failed to establish and maintain proper oversight mechanisms to ensure transparency and accountability in their actions and decisions.~~

~~8. Neglect of Community Welfare:~~

~~Defendants ignored the overall welfare of the community by allowing unclean and unsafe conditions to persist, affecting not just the plaintiff but other residents as well.~~

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~~9. Emotional Distress:~~

~~^ The continuous harassment, intimidation, and discriminatory actions have caused significant emotional distress to the plaintiff and her family.~~

~~10. Violation of Privacy:~~

~~^ Defendants invaded the plaintiffs privacy by publicly discussing her issues and complaints in a defamatory manner on social media and other public forums.~~

~~In light of these actions, it is evident that the defendants and their counsel have acted in bad faith, rising their positions of power to retaliate against the plaintiff for her legitimate legal actions and inquiries. These actions warrant serious consideration and corrective measures to ensure that the plaintiff's rights are protected and that such discriminatory and retaliatory practices are brought to an end.~~

~~In summary, the combination of withheld information, gross negligence, discrimination, and retaliatory actions by the defendants has caused significant harm to the plaintiff and her family. These actions reflect a broader pattern of unethical behavior and abuse of power that necessitates corrective measures to protect the plaintiffs rights and ensure accountability within the GGCA.~~

~~Addendum B. (Amendment)~~

~~APPLICABLE LAWS SUPPORTING CLAIMS~~

~~FEDERAL LAWS:~~

~~1. Fair Housing Act (FHA) (42 U.S.C. §§ 3601-3619): This law prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status, or disability. The defendants' discriminatory actions against the plaintiff, a single mother of two, based on race, color, and familial status, violate this act.~~

~~— Relevant Case Law: Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc., 576 U.S. 519 (2015), where the Supreme Court upheld that disparate impact claims are cognizable under the Fair Housing Act.~~

~~2. Civil Rights Act of 1964 (42 U.S.C. §§ 1981, 1982): This act prohibits discrimination on the basis of race and other protected characteristics. The plaintiffs rights under this act were violated by the defendants' discriminatory and retaliatory actions.~~

~~— Relevant Case Law: Jones v. Alfred H. Mayer Co., 392 U.S. 409 (1968), which held that 42 U.S.C. § 1982 bars all racial discrimination, private as well as public, in the sale or rental of property.~~

~~3. First Amendment of the U.S. Constitution: The plaintiffs right to freedom of speech was violated by the defendants' obstruction of her communication with the Gardens Gilbert Board of Directors and the suppression of her voice through intimidation and harassment.~~

~~— Relevant Case Law: NAACP v. Claiborne Hardware Co., 458 U.S. 886 (1982), which protected the rights of individuals to organize and speak out without facing retaliation.~~

~~STATE OF ARIZONA LAWS:~~

~~1. Arizona Civil Rights Act (ACRA) (A.R.S. §§ 41-1401 to 41-1402.12): This act prohibits discrimination in housing and other areas. The defendants' discriminatory actions against the plaintiff based on race, color, and familial status are in violation of this act.~~

~~— Relevant Case Law: Rascon v. U.S. West Communications, Inc., 143 F.3d 1324 (10th Cir. 1998), which dealt with discrimination and retaliation under the Arizona Civil Rights Act.~~

- ~~2. Arizona Fair Housing Act (A.R.S. § 41-1491 to § 41-1491.37): This state law aligns with the federal Fair Housing Act and prohibits discrimination in housing.~~
- ~~3. Arizona Revised Statutes (A.R.S.) § 12-541: This statute outlines the breach of contract and breach of duty, relevant to the defendants' failure to maintain community standards as required by the CC&Rs.
  - ~~◦ Relevant Case Law: ChartOne, Inc. v. Bernini, 207 Ariz. 162 (Ariz. Ct. App. 2004), which addressed the elements necessary to prove a breach of contract under Arizona law.~~
  - ~~◦ Arizona Revised Statutes (A.R.S.) § 33-1258:
    - ~~◦ Accounting: Association financial and other records; applicability.~~~~~~
- ~~4. Arizona Revised Statutes (A.R.S.) § 33-1803:
  - ~~◦ Financial Review: Assessment limitation; penalties; notice to member of violation.~~~~
- ~~5. Arizona Revised Statutes (A.R.S.) § 33-1807:
  - ~~◦ Fines and Penalties: Describe the imposition of fines and penalties by HOAs.~~~~
- ~~6. A.R.S. § 33-1801 (Planned Communities Act): Governs the operation of homeowners' associations (HOAs) in Arizona, including requirements for transparency and the maintenance of community standards. The defendants' actions violate these provisions by failing to provide necessary documentation and maintain community cleanliness.
  - ~~◦ Relevant Case Law: Wilson v. Playa de Serrano, 245 Ariz. 209 (Ariz. Ct. App. 2018) addressed HOA governance and members' rights under the Planned Communities Act.~~~~

#### ~~MARICOPA COUNTY REGULATIONS:~~

- ~~7. Maricopa County Ordinances related to Health and Safety: Defendants' failure to maintain community standards and address public health issues such as unclean communal spaces and unleashed dogs violates local health and safety Regulations.~~
- ~~8. Maricopa County Noise Ordinance: The defendants' neglect of public disturbances and noise complaints from the plaintiff violates this ordinance, contributing to harassment and negligence.~~
- ~~9. ARIZONA NON PROFIT CORPORATION ACT: A.R.S. § 10-11001 et seq.: Governs the conduct of corporations in Arizona, including fiduciary duties and the proper handling of corporate records. The defendants, acting as a corporation, violated these statutes through the~~

~~misrepresentation of facts, withholding of information, and failure to adhere to corporate governance standards.~~

- ~~◦ Relevant Case Law: Fletcher v. Atex, Inc., 68 F.3d 1451 (2d Cir. 1995), addressing corporate governance and fiduciary duties under similar statutes.~~

~~ADDITIONAL APPLICABLE LAWS AND REGULATIONS:~~

~~1. Harassment Laws (A.R.S. § 13-2921): The defendants' actions of intimidation and retaliation against the plaintiff constitute harassment under Arizona law.~~

- ~~◦ Relevant Case Law: Harris v. Forklift Systems, Inc., 510 U.S. 17 (1993), which clarified the standards for proving harassment.~~

- ~~◦ In Burlington Northern & Santa Fe Railway Co. v. White, 548 U.S. 53 (2006), the Supreme Court recognized the broad scope of retaliatory actions that can create a hostile work environment, which is applicable to the plaintiffs situation in a residential context.~~

~~2. Retaliation Laws (A.R.S. § 41-1464): The retaliation against the plaintiff for initiating legal proceedings and raising concerns about community issues is prohibited under Arizona law.~~

- ~~◦ Relevant Case Law: Burlington Northern & Santa Fe Railway Co. v. White, 548 U.S. 53 (2006), which expanded the scope of what constitutes retaliatory acts.~~

- ~~◦ The financial strain caused by retaliatory actions is supported by Robinson v. Shell Oil Co., 519 U.S. 337 (1997), where the Supreme Court held that retaliatory actions that affect a person's financial situation are grounds for legal action.~~

~~3. Negligence Laws: The defendants' gross negligence in failing to maintain the community' to the required standards as outlined in the CC&Rs, resulting in health risks and unsanitary conditions.~~

- ~~◦ Relevant Case Law: Donoghue v. Stevenson, [1932] AC 562 (HL), which established the modern principle of negligence.~~

~~4. Gardens Gilbert Community Association, Articles of Incorporation, Certified Copy November 19, 2001~~

~~5. Gardens Gilbert Community Association, Covenants, Conditions, and Restrictions (CC&Rs), Certified Copy January 10, 2002~~

~~Relevant CC&Rs including, but not limited to:~~

- ~~◀ Failure to Maintain Community Standards:~~

~~o Citation: Gardens Gilbert Community Association, Covenants, Conditions, and Restrictions (CC&Rs), Section 3.5, p. 18.~~

~~o Negligence in Community Cleanliness:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 4.2, p. 22.~~

~~o Election Fraud:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 7, Section 7.01, Formation of Association, p. 22.~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 7, Section 7.02, Membership, p. 22.~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 2, Section 7.03, Classes of Memberships and Voting Rights, p. 22-23.~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 2, Section 7.04, Duties and Powers of the Association, p. 23-24.~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 2, Section 7.05, Board, p. 24.~~

~~o Citation: Gardens Gilbert Community Association, Bylaws, Section 28, Action by Written Ballot, p. 4.~~

~~o Waiver or Abandonment:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 13.05, p. 37.~~

~~o Violation of Law:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 13.06, p. 37.~~

~~o Maintenance and Landscaping:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 6.01, Maintenance of Areas of Association Responsibility, p. 20~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 6.03, Maintenance of Landscaping, p. 21~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 6.05, Assessment for Damage or Destruction, p. 21~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 6.06, Maintenance of Fences and Walls, p. 21~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 10, Section 10.02 Sharing of Repair and Maintenance. Common Walls, p.~~

~~31-32.~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Article 10, Section 10.06 Condominium Development Walls and Fences. Common Walls, p. 32~~

~~o Citation: Gardens Gilbert Community Association, Bylaws, Section 3-112, Maintenance/Repairs, p. 7.~~

~~o Nuisances:~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 3.03, p. 9~~

~~o Duties and Powers of the Association~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 7.04(I) p. 23~~

~~o Engaged in Unlawful Activity~~

~~o Citation: Gardens Gilbert Community Association, CC&Rs, Section 7.04(O) p. 24~~

~~6. Gardens Gilbert Community Association, Bylaws, Certified Copy November 26, 2001~~

~~7. Gardens Gilbert Community Association, Community Rules, Gardens Parcel S-Condominium Association~~

## ~~Addendum C: INJURIES (Amendment)~~

### ~~Violation of First Amendment Rights:~~

~~The plaintiff's First Amendment rights to freedom of speech were egregiously violated by the defendants' actions. The defendants obstructed Ms. Rodriguez from directly communicating with the Gardens Gilbert Board of Directors, thereby impeding her ability to raise legitimate concerns and advocate for necessary changes within the community. By neglecting to address the core issues brought forth by Ms. Rodriguez, the defendants effectively suppressed her voice and stifled her right to free expression.~~

~~This suppression not only caused significant emotional distress but also deprived the plaintiff of her fundamental right to participate in community governance and oversight. The obstruction and neglect directly hindered Ms. Rodriguez from effectively advocating for her rights and the well-being of the community, exacerbating her sense of injustice and isolation.~~

### ~~Legal Precedents and Implications:~~

~~— NAACP v. Claiborne Hardware Co., 458 U.S. 886 (1982): This landmark case underscores the protection of free speech, particularly in the context of public advocacy and the expression of grievances.~~

~~The defendants' actions constitute a clear breach of Ms. Rodriguez's First Amendment rights, warranting significant redress and compensation for the emotional and psychological harm inflicted.~~

### ~~Breach of Contract and Duty:~~

~~The defendants' breach of contract and duty has had a profound and detrimental impact on the community's common areas. The defendants' failure to maintain these areas as stipulated in the Covenants, Conditions, and Restrictions (CC&Rs) has resulted in:~~

#### ~~1. Overgrown Weeds and Vegetation:~~

~~— Common areas have been neglected, leading to overgrown weeds and damaged, dead vegetation. This neglect creates an unsightly and hazardous environment, contributing to the overall degradation of the community's aesthetic and safety standards.~~

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~~2. Pet Waste on Walkways:~~

~~— The defendants have failed to implement and enforce adequate pet waste management policies. As a result, walkways are frequently littered with pet waste, creating unsanitary conditions and exposing residents to health risks. The persistent presence of pet waste has led to unpleasant odors that permeate the air, further reducing the enjoyment of communal spaces.~~

~~3. Unpleasant Odors and Unsanitary Environment:~~

~~— The accumulation of pet waste, combined with neglected vegetation, has resulted in pervasive unpleasant odors and an unsanitary environment. These conditions are not only a nuisance but also pose significant health hazards to residents, particularly children. Exposure to such unsanitary conditions can lead to respiratory issues, allergic reactions, and other health problems.~~

~~4. Failure to Meet "High Standards" Indicated in the CC&Rs:~~

~~— The CC&Rs explicitly state that the community must be maintained to high standards to ensure a safe, clean, and aesthetically pleasing environment. The defendants' neglect has resulted in the community falling far short of these standards. The poor maintenance of the common areas, including, but not limited to: unkempt landscaping and pervasive pet waste, violates the CC&Rs and fails to provide the living conditions promised to the residents.~~

~~— Gardens Gilbert Community Association, CC&Rs, Section 6.01, Maintenance of Areas of Association Responsibility, p. 20~~

~~5. Damaged Community Areas Left in Poor Conditions:~~

~~— The community areas have been left in a state of disrepair and poor condition. Facilities and amenities such as playgrounds, parks, and common recreational areas are damaged and unusable. These conditions not only detract from the community's appearance but also limit the residents' ability to enjoy the amenities they are entitled to under the CC&Rs. The lack of maintenance has resulted in broken equipment, deteriorated structures, and unsafe environments for children and families.~~

~~6. Health Issues for the Plaintiff and Her Children:~~

~~The plaintiff and her children have experienced significant health issues directly resulting from the poor maintenance of the community. The unsanitary conditions and unpleasant odors have not only~~

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~~exacerbated health problems but have also caused new medical issues, including respiratory infections, sinus infections, and other stress-related illnesses. These health complications have necessitated ongoing medical treatment, further straining the plaintiffs financial resources and adding to her overall burden.~~

~~7. Diminished Quality of Life:~~

~~The neglect of the community's common areas has significantly diminished the quality of life for the plaintiff and other residents. The unsightly and unsanitary conditions have made it difficult for residents to enjoy outdoor spaces, engage in recreational activities, and take pride in their community. This degradation has prevented the plaintiff and her family from fully benefiting from and utilizing the community amenities, severely impacting their overall well-being and satisfaction with their living environment.~~

~~8. Decreased Property Values:~~

~~The poor maintenance of common areas has caused a noticeable decline in property values within the community, especially when compared to neighboring communities. Plaintiff concerns with potential buyers being deterred by the unsanitary and poorly maintained environment, potentially resulting in lower demand and reduced home prices. This decline in property values negatively impacts the financial investment of all homeowners, including the plaintiff, posing a significant concern for their financial well-being.~~

~~9. Neglect of Maintenance Responsibilities and Delayed Issue Resolution:~~

~~The defendants have consistently refused to address and resolve the community's maintenance issues in a timely manner. This deliberate inaction has allowed the deteriorating conditions to persist, contributing to the ongoing suffering of the plaintiff, her family, and potentially other residents within the community.~~

~~10. Stonewalling Requests and Engaging in Aggressive and Intimidating Tactics:~~

~~In response to the plaintiffs legitimate concerns, the defendants have engaged in stonewalling tactics, such as withholding crucial information and delaying responses to requests for maintenance and records. Additionally, the defendants hired Augustus Shaw IV, a lawyer known for aggressive legal tactics, to intimidate and harass the plaintiff. These actions include misrepresentation of facts, refusal to provide necessary documentation, and overall avoidance of addressing the core community issues, further violating their duty.~~

~~II. Legal Precedents and Implications:~~

- ~~— *Nahrstedt v. Lakeside Village Condominium Association, Inc.*, 8 Cal. 4th 361 (1994): This case highlights the importance of enforcing CC&Rs to maintain property values and community standards.~~
- ~~— *Frances T. v. Village Green Owners Association*: This case focuses on the HOA's duty to maintain common areas and address safety concerns. By failing to uphold their contractual and fiduciary duties, the defendants have caused significant harm to the community and its residents.~~

~~The resulting poor conditions, health issues, diminished quality of life, decreased property values, refusal to resolve issues in a timely manner, and use of stonewalling and intimidation tactics underscore the need for redress and compensation for the plaintiff and other affected homeowners.~~

~~Retaliation and Due Process Violation:~~

~~The defendants retaliated against the plaintiff by imposing violations, assessments, and/or fees on her home in direct response to her complaints about the community's conditions and current legal proceedings in place with the Mesa Superior Civil Court. Despite the plaintiff's right to due process, her requests for the GGCA to hear her concerns and address issues were consistently disregarded by the defendant and their third-party representatives, Focus HOA. The defendants only responded to her after she sent a certified letter threatening legal action. This pattern of retaliation has caused significant financial hardship and emotional distress, infringing on her due process rights.~~

- ~~— Relevant Case Law: *Burlington Northern & Santa Fe Railway Co. v. White*, 545 U.S. 53 (2006): This case establishes that retaliatory actions that would deter a reasonable person from exercising their rights are actionable. The Supreme Court recognized the broad scope of what constitutes retaliation, which applies to the defendants' actions in imposing punitive measures on the plaintiff.~~

~~Violation of Financial Transparency: The defendants failed to maintain financial records and provide access as required by law. They refused to supply the plaintiff with the requested financial documents, HOA meeting minutes, agenda notes, and other records. This lack of transparency has prevented the plaintiff from understanding and challenging the HOA's financial practices, thereby contributing to financial and legal uncertainty.~~

- ~~Relevant Case Law: *Johnson v. The Pointe Community Ass'n, Inc.*, 226 Ariz. 1, 243 P.3d 609 (Ariz. Ct. App. 2010). This case underscores the right of HOA members to inspect and copy financial records, which is pertinent to your claim that the HOA failed to provide the necessary financial documents. The court's ruling supports the need for transparency and accountability in HOA financial practices.~~
- ~~Relevant Case Law: *McDowell Mountain Ranch Community Ass'n, Inc. v. Simons*, 216 Ariz. 266, 165 P.3d 667 (Ariz. Ct. App. 2007). The court highlighted the fiduciary duty of HOA board members to provide access to financial records and meeting minutes. This case supports plaintiffs claim that the defendants failed to fulfill their fiduciary responsibilities by denying access to financial documents, thereby preventing oversight of financial practices.~~
- ~~Relevant Case Law: *Theriot v. The Pointe at South Mountain Homeowners' Ass'n*, 230 Ariz. 223, 282 P.3d 504 (Ariz. Ct. App. 2012). This case involved the HOA's refusal to provide financial documents, which directly supports claim. The court's decision to rule in favor of the plaintiff reinforces the legal obligation of HOAs to maintain transparency and provide financial documentation upon request.~~

~~Vicarious and Gross Negligence: The defendants' failure to maintain the community to the high standards indicated in the CC&Rs has resulted in significant health issues for the plaintiff and her children. The presence of dog feces and urine near their home has led to foul odors and health problems, exacerbating stress, health issues, and lowering their quality of life. This negligence is evident in the defendants' refusal to address and resolve these issues promptly.~~

- ~~Relevant Case Law: *Nchrstedt v. Lakeside Village Condoinium Association, Inc.*, 8 Cal. 4th 361 (1994). This case underscores the importance of enforcing CC&Rs to maintain community standards and property values. The court emphasized the association's duty to uphold the standards set forth in the CC&Rs, which the defendants in this case have failed to do, resulting in unsanitary and unsafe living conditions.~~

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~~Refusal to Provide Election Transparency and Ensure a Fair and Equitable Process:~~

~~The defendants refused to provide transparency in the HOA election process, thereby undermining the integrity and fairness of the 2024 GGCA Board of Directors election. "the plaintiff was not provided with necessary documents such as election procedures, nomination processes, or voting records. This lack of transparency has prevented the plaintiff from participating fairly in the election, undermining her rights as a member of the HOA and contributing to an environment of mistrust and inequity.~~

- ~~Relevant Case Law: *Board of County Commissioners v. Umbahr*, 518 U.S. 668 (1996): This case addresses the importance of transparency and fairness in administrative processes, highlighting that procedural fairness is a fundamental right that must be upheld in all organizational elections.~~

~~Overall Impact on the Plaintiff:~~

- ~~Financial Hardship: The defendants' retaliatory imposition of violations, assessments, and/or fees has placed substantial financial burdens on the plaintiff, making it extremely difficult for her to manage household expenses and cover legal fees. The prolonged and hostile litigation process has further exacerbated her financial hardship. The exhaustive efforts required to protect her family, assets, and legal rights amidst the defendants' and their counsel's aggressive and volatile actions have prevented the plaintiff from actively seeking employment.~~

~~Specific Examples of Financial Burdens:~~

- ~~The plaintiff has incurred significant legal expenses in defending against baseless violations and assessments imposed by the defendants.~~
- ~~The additional fees and assessments have strained her budget, forcing her to divert funds from essential household expenses such as food, utilities, and healthcare.~~
- ~~The need to constantly address and respond to the defendants' actions has prevented her from pursuing job opportunities, leading to lost income and further financial instability.~~

~~2. Emotional and Psychological Toll:~~

- ~~The continuous harassment and hostility from the defendants and their counsel Shaw have caused severe emotional distress, anxiety, and depression, further impairing the plaintiff's ability to function effectively and seek employment.~~
- ~~The plaintiff's mental health has deteriorated due to the stress of prolonged litigation and the uncertainty of her financial and legal situation.~~

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~~Relevant Case Law:~~

- ~~° *Burlington Northern & Santa Fe Railway Co. v. White*, 548 U.S. 53 (2006): This case establishes that retaliatory actions that would deter a reasonable person from exercising their rights are actionable. The Supreme Court recognized the broad scope of what constitutes retaliation, which applies to the defendants' actions in imposing punitive measures on the plaintiff.~~
- ~~° *Harris v. Forklift Systems, Inc.*, 510 U.S. 17 (1993): This case highlights the impact of hostile environment on an individual's mental health and ability to work, relevant to the plaintiffs claim of emotional distress caused by the defendants' actions.~~

- ~~3. Impact on the Plaintiffs Ability to Seek Employment: The plaintiff has been forced to prioritize her time and resources towards addressing the defendants' continuous legal and administrative assaults, leaving her no opportunity to engage in job searches or attend interviews. The emotional and psychological toll of the defendants' and their counsels' actions has impaired her ability to present herself as a viable candidate to potential employers, further diminishing her employment prospects.~~
- ~~4. Emotional Distress: The continuous harassment, refusal to address her complaints, and lack of transparency have caused severe emotional distress, affecting the plaintiff's mental health and well-being.~~
- ~~5. Health Issues: The unsanitary conditions caused by the defendants' negligence have led to respiratory infections, stress-related illnesses, and other health problems for the plaintiff and her children.~~
- ~~6. Quality of Life: The overall quality of life for the plaintiff and her family has been significantly diminished due to the defendants' actions. The unsightly and unsanitary conditions, coupled with the financial and emotional stress, have created a hostile and unhealthy living environment.~~
- ~~7. Loss of Trust and Community Integrity: The defendants' refusal to ensure a transparent, fair, and equitable election process has eroded trust in community governance. This lack of integrity in handling community affairs has made the plaintiff feel disenfranchised and disillusioned, further impacting her sense of belonging and participation in communal activities. The defendants' actions have fostered a sense of exclusion and mistrust among residents, weakening the overall sense of community.~~

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~~The defendants' actions have breached their contractual and fiduciary duties, resulting in retaliation, financial hardship, emotional distress, health issues, diminished quality of life, and loss of trust in the community governance. These violations underscore the need for redress and compensation for the plaintiff and other affected homeowners. The cited case law supports the plaintiffs claims and highlights the legal standards that the defendants have failed to uphold.~~

~~Harassment:~~

~~The defendants' breach of duty and contract has led to a sustained campaign of harassment and emotional distress for the plaintiff. This ongoing harassment has not only strained her relationships within the community but has also led to significant financial difficulties. The relentless nature of the defendants' actions has severely impacted the plaintiff's mental health and created an environment of fear and concern for her personal safety and that of her family.~~

~~1. Strained Community Relationships:~~

~~The defendants' failure to address community maintenance issues and their retaliatory actions have isolated the plaintiff from her neighbors, creating a hostile living environment. This has led to social ostracization and a lack of support from other community members, exacerbating the plaintiffs emotional distress.~~

~~2. Financial Difficulties:~~

~~The imposition of unjustified violations, assessments, and/or fees has placed a significant financial burden on the plaintiff. These financial pressures have made it challenging for her to manage household expenses, legal fees, and the costs associated with addressing health issues caused by the unsanitary conditions in the community.~~

~~3. Mental Health Impacts:~~

~~Continuous harassment and retaliation have led to severe mental health issues for the plaintiff, including anxiety, depression, and stress-related illnesses. The plaintiff has required ongoing treatment to manage these conditions, further adding to her financial strain.~~

~~4. Concerns About Personal Safety:~~

~~The hostile actions of the defendants, including public harassment and intimidation tactics, have created a pervasive sense of fear for the plaintiff and her family. The plaintiff's concern for her safety has~~

necessitated increased security measures and has limited her ability to engage in normal daily activities without fear of further retaliation.

~~5. Harassment During Civil Legal Proceedings:~~

~~The defendants and their counsel have continued their harassment and retaliatory tactics throughout the civil legal proceedings. This includes, but is not limited to: Public disparagement by Anna Schultz and her husband Matthew Schultz on social media platforms such as Facebook and Nextdoor, where they have posted defamatory comments intended to belittle, shame, and discredit the plaintiff. Additionally, Augustus Shaw IV, representing the defendants, has engaged in aggressive and unethical legal tactics designed to intimidate the plaintiff, such as misrepresenting facts, withholding crucial documents, using egregious behavior, within numerous instances has demonstrated a lack of integrity and engaged in unethical behavior further exacerbating her emotional distress and financial burdens.~~

~~6. Legal Precedents and Support:~~

- ~~— Harassment and Retaliation: In *Burlington Northern & Santa Fe Railway Co. v. White*, 548 U.S. 53 (2006), the Supreme Court recognized the broad scope of retaliatory actions that can create a hostile work environment, which is applicable to the plaintiff's situation in a residential context.~~
- ~~— Mental Health and Emotional Distress: The impact of continuous harassment on mental health is well documented in cases such as *Harris v. Forklift Systems, Inc.*, 510 U.S. 17 (1993), which outlines the standards for establishing a hostile environment due to harassment.~~
- ~~— Financial Burden and Retaliation: The financial strain caused by retaliatory actions is supported by *Rohitson v. Shell Oil Co.*, 519 U.S. 337 (1997), where the Supreme Court held that retaliatory actions that affect a person's financial situation are grounds for legal action.~~

~~By emphasizing the multifaceted impacts of the defendants' breach of duty and contract, this strengthened argument highlights the severe and far-reaching consequences of their actions on the plaintiff's emotional well-being, financial stability, and personal safety. The ongoing harassment and retaliation, including during civil legal proceedings, have created a hostile living environment that warrants significant compensation for the damages incurred by the plaintiff and her family.~~

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~~Unprofessional Conduct, Misconduct, Discrimination, and Retaliatory Tactics by Defendant's Legal Counsel:~~

~~Augustas Shaw IV, representing the defendants, has engaged in ongoing aggressive tactics, unethical acts, and stonewalling of information in attempts to shield his clients and infringe on the plaintiffs rights. This misconduct has included:~~

- ~~◦ Misrepresentation of Facts: Shaw has repeatedly misrepresented facts to obstruct justice and shield the defendants from accountability. His actions have undermined the integrity of the legal proceedings and attempted to prevent a fair assessment of the case.~~
- ~~◦ Withholding Crucial Financial and Corporate Documents: Shaw withheld essential financial records, meeting agendas, minutes, and other pertinent documents. This obstruction prevented the plaintiff from making informed decisions and asserting her rights. Shaw's actions unjustifiably defended the defendants' failure to provide and comply with their legal responsibilities, thereby hindering the plaintiffs ability to challenge their practices and maintain transparency within the HOA.~~
- ~~◦ Intimidating Legal Strategies: Shaw employed aggressive and intimidating legal tactics to harass the plaintiff, creating an environment of fear and retaliation. These strategies were designed to discredit the merit of the lawsuit and to deter the plaintiff from pursuing her claims.~~
- ~~◦ Election Process and Procedures: Shaw withheld copies of the election process and procedures, further infringing on the plaintiffs rights as an HOA member. This lack of transparency in the election process undermined the fairness and equity required in community governance.~~
- ~~◦ Discriminatory Treatment: Shaw acted adversely against the plaintiff by discriminating and treating her differently compared to other HOA members, exacerbating her distress and undermining her standing within the community.~~
- ~~◦ Discrediting the Lawsuit and Retaliatory Legal Fees: Shaw demonstrated unprofessional behavior by attempting to undermine the merit of the lawsuit. He retaliated against the plaintiff by seeking to impose legal fees on dismissed parties as a punitive measure for her pursuit of legal proceedings. This action further illustrates Shaw's and the defendants' retaliatory intent, aiming to intimidate and suppress the plaintiff. By discrediting the seriousness of the intimidation, discrimination, and active retaliatory efforts by himself and his clients (the defendants/GGCA Board of Directors) and misleadingly claiming that the civil claim is merely a breach of contract, Shaw has shown a clear pattern of misconduct and unethical practices. These actions not only undermine the plaintiffs legal rights but also highlight the pervasive and retaliatory nature of~~

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~~Shaw's and the defendants' conduct, thereby justifying the need for serious consideration and redress.~~

~~Abuse of Loopholes: Shaw has exploited legal loopholes to disadvantage the plaintiff and shield the defendants from accountability. For example:~~

- ~~o Delaying Tactics: Shaw has used procedural delays and excessive requests for documentation to prolong the litigation process, increasing the financial and emotional burden on the plaintiff.~~
- ~~o Technicalities in Compliance: Shaw has cited minor technicalities to dismiss the plaintiff's legitimate complaints and requests, effectively avoiding substantive engagement with the core issues raised.~~
- ~~o Selective Enforcement: Shaw has selectively enforced HOA rules to target the plaintiff, demonstrating discriminatory intent and abuse of authority.~~

~~These actions by Shaw and the defendants constitute a pattern of harassment, discrimination, and retaliation that has caused significant emotional distress, reputational damage, and financial hardship for the plaintiff. The ongoing misconduct has further prevented the plaintiff from effectively participating in the community and protecting her legal rights, necessitating compensation for the severe impact on her and her family's well-being.~~

~~Supporting Case Law and Information:~~

- ~~o Misrepresentation of Facts: *Hazel Atlas Glass Co. v. Hartford Empire Co.*, 322 U.S. 238 (1944), highlights the consequences of misrepresentation and fraudulent conduct in legal proceedings.~~
- ~~o Withholding Documents: *Anderson v. Cyrovac, Inc.*, 862 F.2d 910 (1st Cir. 1988), discusses the legal repercussions of withholding crucial documents in litigation.~~
- ~~o Intimidating Legal Strategies: *Harris v. Forklift Systems, Inc.*, 510 U.S. 17 (1993), sets the standards for proving harassment and the use of intimidating tactics.~~
- ~~o Discriminatory Treatment: *Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015), addresses the recognition of disparate impact claims under the Fair Housing Act, relevant to the plaintiff's allegations of discrimination.~~

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~~Defamation and Public Harassment:~~

~~Anna Schultz, President of the Board of Directors, along with her husband Matthew Schultz, publicly harassed the plaintiff on social media platforms such as Facebook and Nextdoor. They made disparaging comments intended to shame, belittle, and suppress the plaintiff's voice, leading to reputational damage and emotional distress.~~

~~Discrimination:~~

~~The plaintiff, a single mother of Latino descent, has faced discrimination based on her race, color, sex, familial, socio-economic status. The defendants' actions, including intimidation tactics, issuance of violations, and other adverse actions, were discriminatory and retaliatory in response to the plaintiff's complaints. This discrimination has caused significant emotional and psychological harm to the plaintiff and her children.~~

~~Retaliation Due to Legal Proceedings:~~

~~The plaintiff has been treated differently due to her complaints and the ongoing civil litigation. This includes adverse actions and continued harassment, causing additional emotional and financial stress, further infringing on her rights and well-being.~~

~~Election Interference and Silencing Homeowners:~~

~~In collaboration with Focus HOA and Community Manager Brooke Sortor, the defendants obstructed the plaintiff's right to be considered as a nominee in the FIOA election, thereby violating the Arizona Corporation Act and the rights of homeowner association members. The actions of the GG Community Association Board of Directors, specifically President Anna Schultz, included disregarding the plaintiff's candidacy, defaming her online, and unjustly excluding her from the ballot. Furthermore, the GGCA Board of Directors, in collaboration with Focus HOA, has systematically silenced GGCA homeowners and HOA members by preventing the plaintiff from adequately voicing her views and participating in votes during monthly board meetings. These actions have caused significant reputational damage and emotional distress to the plaintiff, further demonstrating the defendants' retaliatory and discriminatory practices. Not to mention, concerns over current illegitimate GGCA Board of Directors position through invalid election.~~

~~Claims of Misconduct and Lack of Transparency in HOA Elections: Detailed Analysis and Impacts~~

~~1. Harassment~~

- ~~◦ Claim: Continuous and targeted harassment by HOA board members or third party management company representatives.~~
- ~~◦ Impact: Emotional distress, psychological harm, and intimidation, leading to a hostile living environment.~~
- ~~◦ Supporting Details: Harassment by HOA officials can create a pervasive and hostile environment, violating the plaintiffs right to peaceful enjoyment of their property. According to Arizona Revised Statutes §33-1803, HOA members have the right to live free from harassment by the association.~~

~~2. Discrimination~~

- ~~◦ Claim: Unequal treatment based on personal characteristics such as race, gender, age, socioeconomic status, and/or disability.~~
- ~~◦ Impact: Violation of civil rights, feelings of exclusion, and potential legal claims for discrimination.~~
- ~~◦ Supporting Details: Discrimination violates the Fair Housing Act (42 U.S.C. §§ 3601-3619), which prohibits discrimination in housing based on race, color, religion, sex, familial status, or national origin. Arizona law (A.R.S. §41-1491.14) similarly prohibits housing discrimination, ensuring equal treatment for all residents.~~

~~3. Retaliation~~

- ~~◦ Claim: Adverse actions taken against the plaintiff for exercising their rights, such as voting or speaking out against the GGCA HOA board.~~
- ~~◦ Impact: Fear of participation in community activities, diminished quality of life, and possible legal action for retaliation.~~
- ~~◦ Supporting Details: Retaliation against a homeowner for exercising their rights is prohibited under Arizona law (A.R.S. §33-1803). Such actions undermine the democratic process within the HOA and violate the plaintiffs rights to participate in governance without fear of reprisal.~~

~~4. Scrutinizing HOA Election Misconduct: Analyzing Legal Violations, Transparency Issues, and Member Rights~~

- ~~◦ Claim: Unfair election practices, such as tampering with ballots or denying the plaintiff the right to be considered on the ballot for the Gardens Gilbert Community HOA election.~~
- ~~◦ Impact: Undermining democratic processes within the community, disenfranchisement, and potential legal challenges to election results.~~
- ~~◦ Supporting Details: Arizona Revised Statutes §33-1812 outlines the procedures for fair elections within HOAs. Any deviation from these procedures, such as tampering with ballots or unfairly excluding candidates from the ballot, constitutes a violation of members' voting rights and can lead to legal challenges and the invalidation of election results.~~

~~5. Lack of Financial Transparency~~

- ~~◦ Claim: Failure to provide access to financial records, meeting minutes, and other important documents.~~
- ~~◦ Impact: Inability to oversee HOA financial practices, potential misuse of funds, and legal uncertainty.~~
- ~~◦ Supporting Details: Transparency is mandated by A.R.S. §33-1805, which requires HOAs to make financial records available to members. Lack of transparency can hide financial mismanagement or misuse of funds, preventing members from holding the board accountable.~~

~~6. Mismanagement and Negligence~~

- ~~◦ Claim: Incompetent handling of HOA affairs, leading to financial losses and/or deterioration of common areas.~~
- ~~◦ Impact: Financial harm, reduced property values, and potential legal claims for breach of fiduciary duty.~~
- ~~◦ Supporting Details: Mismanagement and negligence by HOA boards violate their fiduciary duties to act in the best interest of the community. This can lead to legal claims under A.R.S. §33-1804, which outlines the responsibilities of HOA board members.~~

~~7. Defamation~~

- ~~◦ Claim: Spreading false information about the plaintiff to discredit them within the community.~~
- ~~◦ Impact: Damage to reputation, emotional distress, and potential legal action for defamation.~~
- ~~◦ Supporting Details: Defamation involves making false statements that harm someone's reputation. Arizona law (A.R.S. §12-651) allows individuals to seek legal redress for defamatory statements that cause reputational harm.~~

~~8. Intimidation and Threats~~

- ~~o Claim: Direct or indirect threats aimed at discouraging the plaintiff from participating in HOA activities or elections.~~
- ~~o Impact: Fear and anxiety, suppression of free speech, and potential legal protection orders.~~
- ~~o Supporting Details: Intimidation and threats against homeowners can violate both criminal and civil statutes. A.R.S. §13-2921 prohibits harassment and intimidation, providing legal grounds for seeking protection orders and other remedies.~~

~~9. Conflict of Interest~~

- ~~o Claim: GGCA Board members in collaboration with Focus HOA management company representatives acting in their own interest rather than the community's.~~
- ~~o Impact: Unfair decision-making, financial losses, and potential legal actions for breach of duty.~~
- ~~o Supporting Details: Conflict of interest undermines the integrity of HOA governance. Arizona law (A.R.S. §33-1811) requires board members to disclose conflicts of interest and act in the best interest of the association.~~

~~10. Unlawful Exclusion~~

- ~~o Claim: Preventing the plaintiff from participating in HOA meetings, voting during HOA meetings, and exercising her rights as a GGCA HOA member.~~
- ~~o Impact: Infringement of rights, social isolation, and possible legal claims for unlawful exclusion.~~
- ~~o Supporting Details: Excluding members from participating in HOA activities violates their rights under A.R.S. §33-1804, which guarantees members the right to attend and participate in meetings. This unlawful exclusion can lead to legal actions to enforce member rights.~~

~~Supporting Case Law:~~

- ~~1. Shaw v. Western Pac. R. Corp., 392 U.S. 138 (1968): This case emphasizes the right of shareholders to participate in corporate governance and elections. The exclusion of the plaintiff from the HOA election parallels the exclusion of a shareholder from participating in corporate governance, violating fundamental rights under the Arizona Corporation Act.~~
- ~~2. Levitt v. Joint Water Board, 18 Ariz. App. 205, 501 P.2d 104 (1972): The court held that actions by a board to suppress a member's voice in governance matters were illegal. The systematic exclusion of the plaintiff from voicing her views and participating in votes mirrors the suppression recognized as illegal in this precedent.~~

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3. ~~Cornelius v. NAACP Legal Defense & Ed. Fund, Inc., 473 U.S. 788 (1985): This case highlights the importance of protecting individuals' rights to free speech within organizational settings. The defamatory actions and silencing of the plaintiff by the GGCA Board of Directors and Focus HOA are akin to the suppression of free speech addressed in Cornelius.~~
4. ~~Humana Inc. v. Forsyth, 525 U.S. 299 (1999): This case illustrates that actions by an organization that result in significant emotional distress and reputational damage can be subject to legal remedy. The plaintiff's claims of emotional distress and reputational damage due to the actions of the defendants are supported by this precedent.~~
5. ~~Balla v. Gambro, Inc., 145 Ill. 2d 492, 584 N.E.2d 104 (1991): The court held that retaliatory actions by a corporation against an individual for asserting their rights or raising concerns were unlawful. The retaliatory practices demonstrated by the GGCA Board of Directors and Focus HOA against the plaintiff align with the retaliatory actions found unlawful in Balla.~~

~~Explanation of Relevance:~~

- ~~◦ Shaw v. Western Pac. R. Corp.: Supports the right to participate in corporate elections, paralleling the plaintiff's exclusion from the HOA election.~~
- ~~◦ Levitt v. Joint Water Board: Addresses the suppression of member voices in governance, similar to the plaintiff's exclusion from HOA decisions.~~
- ~~◦ Cornelius v. NAACP Legal Defense & Ed. Fund, Inc.: Protects free speech in organizations, relevant to the defamation and silencing of the plaintiff.~~
- ~~◦ Humana Inc. v. Forsyth: Basis for claims of emotional distress and reputational damage due to organizational actions.~~
- ~~◦ Balla v. Gambro, Inc.: Highlights the illegality of retaliatory actions against individuals asserting their rights, applicable to the plaintiff's situation.~~

~~These cases collectively support the claim that the actions of the GGCA Board of Directors and Focus HOA in excluding the plaintiff from the election, defaming her, and silencing her during board meetings are unlawful and violate her rights as a homeowner and member of the association.~~

~~Impact on Plaintiff and Children:~~

~~The cumulative impact of the defendants' actions has caused severe emotional distress, health issues, and financial strain on the plaintiff and her children. The constant harassment, retaliation, unsanitary~~

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~~living conditions, and discrimination have significantly affected their mental and physical well being, leading to ongoing stress, anxiety, and health problems.~~

~~Economic Damages:~~

~~The plaintiff has incurred significant economic damages due to the defendants' actions, including:~~

- ~~◦ Medical Expenses: Costs associated with health issues caused by the unsanitary conditions and stress, including doctor visits, medications, and therapy for both the plaintiff and her children.~~
- ~~◦ Property Damage: Decreased property value and additional costs for cleaning and maintenance due to the defendants' negligence.~~
- ~~◦ Legal Fees: Expenses related to seeking justice and rectifying the defendants' violations and misconduct.~~

~~Emotional and Psychological Damages:~~

~~The ongoing harassment, retaliation, and discrimination have caused significant emotional and psychological damage to the plaintiff and her children, including:~~

- ~~◦ Anxiety and Depression: Continuous stress and fear have led to anxiety and depression, requiring ongoing mental health treatment.~~
- ~~◦ Loss of Enjoyment of Life: The negative impact on the plaintiff's quality of life due to constant fear, stress, and unsanitary living conditions.~~

~~Loss of Consortium:~~

~~The actions of the defendants have adversely affected the plaintiff's ability to maintain normal familial relationships, causing strain and emotional distress within the family unit.~~

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~~Addendum D: DEMAND FOR RELIEF (Amendment)~~

~~1. Provision of Documentation (A.R.S. § 33-1805): The plaintiff requests that the HOA provide meeting minutes, agenda notes, and all financial documentation/records as outlined in Addendum C. This includes compliance with transparency and record-keeping standards to ensure accountability.~~

~~Supporting Case Law:~~

~~2. Transparency in Legal Proceedings: *Anderson v. Cryovac, Inc.*, 862 F.2d 910 (1st Cir. 1988) – Importance of transparency in legal proceedings.~~

~~2. Compensation for Breach of Contract (A.R.S. § 12-341, § 12-548): The plaintiff seeks compensation and punitive damages for emotional distress caused by harassment (A.R.S. § 12-1809), discrimination, and retaliation, as well as losses suffered due to breach of contract and duty, including but not limited to health issues and property devaluation.~~

~~Supporting Case Law:~~

~~• Fiduciary Responsibilities: *Fletcher v. Atox, Inc.*, 68 F.3d 1451 (2d Cir. 1995) – Highlights the fiduciary responsibilities under HOA obligations.~~

~~• Enforcement of CC&Rs: *Nahrstedt v. Lakeside Village Condominium Association, Inc.*, 8 Cal. 4th 361 (1994) – Emphasizes the importance of enforcing CC&Rs to maintain community standards.~~

~~• Retaliatory Actions: *Burlington Northern & Santa Fe Railway Co. v. White*, 548 U.S. 53 (2006) – Establishes that retaliatory actions creating a hostile environment are actionable.~~

~~• Discrimination: *Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015) – Addresses the recognition of disparate impact claims under the Fair Housing Act.~~

~~• Negligence in Safety Maintenance: *Anderson v. Cryovac, Inc.*, 862 F.2d 910 (1st Cir. 1988) – Discusses the importance of addressing safety and health issues promptly.~~

~~Applicable Federal, State of Arizona, and Maricopa County Rules and Regulations:~~

~~• Federal: Fair Housing Act – Prohibits discrimination based on race, color, sex, familial status, national origin, or disability in housing practices.~~

- ~~State of Arizona: Arizona Civil Rights Act (A.R.S. § 41-1401 et seq.) Prohibits discrimination in housing and requires fair treatment of all residents.~~
- ~~Maricopa County: Maricopa County Fair Housing Regulations Enforces the Fair Housing Act within the county, ensuring nondiscriminatory practices in housing.~~

~~3. Comprehensive Compensation (A.R.S. § 12-731): The plaintiff claims the aggregate sum of, ~~and \$fi~~ to encompass all damages and losses suffered due to escalated discrimination, harassment, and retaliation prior to, during, and following civil legal proceedings. This amount includes compensation for emotional distress, financial loss, and health harm to herself and her children. The significant sum reflects the severity and ongoing nature of the defendants' actions, which have profoundly impacted the plaintiffs well being and quality of life.~~

~~Supporting Case Law:~~

- ~~Retaliatory Actions: Burlington Northern & Santa Fe Railway Co. v. White, 548 U.S. 53 (2006) Establishes that retaliatory actions creating a hostile environment are actionable, justifying the need for comprehensive compensation.~~
- ~~Discriminatory Treatment: Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc., 576 U.S. 519 (2015) Addresses the recognition of disparate impact claims under the Fair Housing Act.~~
- ~~Negligence in Safety Maintenance: Anderson v. Cryovac, Inc., 862 F.2d 910 (1st Cir. 1988) Discusses the importance of addressing safety and health issues promptly.~~

~~4. Restitution for Punitive Damages (A.R.S. § 12-731): The plaintiff seeks restitution for punitive damages resulting from:~~

- ~~The concealment of financial documents.~~
- ~~Absence of transparency in HOA operations.~~
- ~~False representation of superior standards within Gilbert Gardens Community (GGCA) Grounds.~~
- ~~Gross negligence and breach of contract terms and duty.~~
- ~~Intimidation and harassment by the defendants' and their legal counsel, Augustus Shaw, IV.~~
- ~~Selective enforcement of HOA rules and regulations to target the plaintiff.~~

**Supporting Case Law:**

- ~~◦ Misrepresentation Consequences: *Hazel Atlas Glass Co. v. Hartford Empire Co.*, 322 U.S. 238 (1944) Highlights the consequences of misrepresentation and fraudulent conduct in legal proceedings.~~
- ~~◦ Fiduciary Responsibilities: *Fletcher v. Atex, Inc.*, 68 F.3d 1451 (2d Cir. 1995) Highlights fiduciary responsibilities under HOA obligations.~~
- ~~◦ Enforcement of CC&Rs: *Nahrstedt v. Lakeside Village Condominium Association, Inc.*, 8 Cal. 4th 361 (1994) Emphasizes the importance of enforcing CC&Rs to maintain community standards.~~
- ~~◦ Proving Harassment: *Harris v. Forklift Systems, Inc.*, 510 U.S. 17 (1993) Sets the standards for proving harassment and hostile environment.~~

~~5. Intimidation Tactics (A.R.S. § 13-2921): The defendants, in conjunction with Focus HOA, engaged lawyer Augustus Shaw to intimidate the plaintiff through email communication, wielding their influence to avoid addressing critical community matters.~~

~~Supporting Case Law:~~

- ~~◦ Proving Harassment: *Harris v. Forklift Systems, Inc.*, 510 U.S. 17 (1993) Sets the standards for proving harassment and hostile environment.~~

~~6. Defamation and Harassment: The plaintiff seeks damages for defamation and harassment involving the Gardens Gilbert Board of Directors Anna Schultz in collaboration with her husband Matthew Schultz, who publicly harassed the plaintiff on social media multiple times when encouraging homeowners' engagement, and participation in board meetings and become more involved in their community.~~

~~Supporting Case Law:~~

- ~~◦ Protection of Free Speech: *NAACP v. Claiborne Hardware Co.*, 458 U.S. 886 (1982) Protection of free speech in public advocacy.~~

~~7. Cessation of Retaliatory Actions (A.R.S. § 33-1803): The plaintiff requests that the defendants cease any and all retaliatory actions against her and her children, including issuing violations, liens, unreasonable assessments, and/or fees against her home. Additionally, the plaintiff seeks a court order for compensatory damages to address the injuries and harm caused by these retaliatory actions.~~

**Supporting Case Law:**

~~Retaliatory Financial Actions: *Robinson v. Shell Oil Co.*, 519 U.S. 337 (1997) – Retaliatory actions affecting financial situation.~~

~~8. Upholding Community Standards (A.R.S. § 33-1806): The plaintiff submits this request for relief based on the necessity for the Gardens Gilbert Community Association and its GGCA Board of Directors to uphold and enforce the high standards outlined in the Covenants, Conditions, and Restrictions (CC&Rs) of the Gardens Gilbert Community.~~

~~Supporting Case Law:~~

~~Fiduciary Responsibilities: *Fletcher v. Atex, Inc.*, 68 F.3d 1451 (2d Cir. 1995) – Fiduciary responsibilities under HOA obligations.~~

~~9. Maintenance Challenges: The plaintiff requests the HOA to:~~

- ~~Repaint brick walls across all the Gardens Gilbert Community Grounds to maintain a uniform color.~~
- ~~Repair damaged plants and signs throughout the community.~~
- ~~Regularly clean pet waste and treat pet urine to eliminate bad odors from walkways and ALL GGCA community grounds/property ensuring meet CC&Rs “high standards.”~~
- ~~Conduct monthly maintenance of weeds and leaves to keep the community clean, with more frequent cleanups if necessary.~~
- ~~Properly maintain all community areas, whether in main areas or not, on a regular basis to ensure they are up to the standards set forth in the CC&Rs.~~
- ~~Implement and/or execute necessary repairs and modifications to ensure the GGCA community remains aesthetically pleasing and in compliance with the CC&Rs, deter any deterioration, and conduct quarterly onsite visits to ensure the community is maintained at high standards as required. In *Johnson v. Pointe Community Association, Inc.*, 205 Ariz. 485, 73 P.3d 640 (App. 2003), the court held that homeowner associations have a duty to maintain common areas and enforce community standards to prevent deterioration and ensure an aesthetically pleasing environment.~~

~~Supporting Case Law:~~

~~Enforcement of CC&Rs: *Nahrstedt v. Lakeside Villa, a Condo/Miniunit Association, Inc.*, 8 Cal. 4th 361 (1994) – Importance of enforcing CC&Rs to maintain community standards.~~

~~Community Standards: In *Johnson v. Pointe Coomoflify Association, Inc.*, 205 Ariz. 485, 73 P.3d 640 (App. 2003), the court held that homeowner associations have a duty to maintain common areas and enforce community standards to prevent deterioration and ensure an aesthetically pleasing environment.~~

~~10. Health and Safety Concerns: The plaintiff highlights the defendants' failure to address unleashed dogs within the community, leading to health risks and unbearable odors near her home. Despite numerous complaints, the defendants neglected their duty to maintain cleanliness, compromising health and safety.~~

~~Supporting Case Law:~~

~~Negligence in Safety Maintenance: *Anderson v. Cryovac, Inc.*, 862 F.2d 910 (1st Cir. 1988)  
– Importance of addressing safety and health issues promptly.~~

~~11. Election Interference and Silencing Homeowners: In collaboration with Focus HOA and Community Manager Brooke Sortor, the defendants obstructed the plaintiff's right to be considered as a nominee in the HOA election, thereby violating the Arizona Corporation Act and the rights of homeowner association members. The actions of the GG Community Association Board of Directors, specifically President Anna Schultz, included disregarding the plaintiff's candidacy, detaining her online, and unjustly excluding her from the ballot. Additionally, the GGCA Board of Directors, in collaboration with Focus HOA, has systematically silenced GGCA homeowners and HOA members by preventing the plaintiff from adequately voicing her views and participating in votes during monthly board meetings.~~

~~Supporting Case Law:~~

~~Election Transparency and Fairness: *Board of County Commissioners v. Unbehr*, 518 U.S. 668 (1996) – Importance of transparency and fairness in administrative processes.~~

~~12. Comprehensive 2024 GGCA Board of Directors Process, Procedures, and Safeguards: The plaintiff requests the implementation of comprehensive processes, procedures, and safeguards for the 2024 GGCA Board of Directors to ensure a fair, transparent, equitable, and non-biased election and governance process. This includes clear guidelines for nominations, voting, and participation to protect the rights of all HOA members and prevent future instances of discrimination and retaliation.~~

~~Supporting Case Law:~~

~~— Fair Governance Practices: *Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015) — Recognition of the need for fair and unbiased processes in governance to prevent discrimination and ensure equitable treatment.~~

~~13. Demand for Re-election of the Board: The plaintiff requests a re-election of the GGCA Board of Directors due to the conflict of interest and lack of transparency in the current election process. The re-election should disqualify the current board members who were re-elected under the flawed process to ensure a fair and impartial election. Due to conflict of interest, misconduct, continued retaliation, harassment and discrimination Plaintiff request Board of Directors Anna Schultz step down from her position as GGCA Board of Directors President.~~

~~Supporting Case Law:~~

~~— Election Transparency and Fairness: *Board of County Commissioners v. Umbehr*, 518 U.S. 668 (1996) — Importance of transparency and fairness in administrative processes.~~

~~14. Punitive Damages Against Specific Defendants: The plaintiff seeks punitive damages against Harmin Cadis and Brooke Sortor for their persistent refusal to address critical issues in a timely manner, resulting in significant damages.~~

~~Supporting Case Law:~~

~~— Consequences of Persistent Negligence: *Hazel Atlas Glass Co. v. Hartford Empire Co.*, 322 U.S. 238 (1944) — Consequences of persistent negligence and misconduct.~~

~~15. Trespassing and Pet Control Issues: The plaintiff requests the court's intervention to address persistent trespassing and lack of pet control, which the HOA has failed to manage effectively.~~

~~Supporting Case Law:~~

- ~~◦ Duty to Maintain Safety and Cleanliness: *Anderson v. Ciyovac, Inc.*, 862 F.2d 910 (1st Cir. 1988) – Importance of maintaining community safety and cleanliness.~~

~~16. Rescission of Signage Violation: The plaintiff requests the court to nullify and rescind the signage violation issued against her. This request is based on the extenuating circumstances that have been outlined in the history of this case.~~

~~Supporting Case Law:~~

- ~~◦ Protection Against Unjust Enforcement: *Robinson v. Shell Oil Co.*, 519 U.S. 337 (1997) – Retaliatory actions affecting financial situation.~~

~~17. Compliance with Safety, Health, and Code Violations: The plaintiff requests that the defendants stay in compliance with all safety, health, and code violations. Additionally, the plaintiff requests an annual third-party HOA management company review, requesting owner input and putting it to a vote to assess the following criteria:~~

- ~~◦ Transparency and accountability in HOA operations.~~
- ~~◦ Maintenance and safety standards for all community areas.~~
- ~~◦ Fairness and equity in enforcement of HOA rules and regulations.~~
- ~~◦ Overall satisfaction of homeowners with HOA management.~~

~~Supporting Case Law:~~

- ~~◦ Compliance with Safety Standards: *Anderson v. Ciyovac, Inc.*, 862 F.2d 910 (1st Cir. 1988) – Importance of compliance with safety and health standards.~~
- ~~◦ Fair Governance Practices: *Texas Department of Housing and COITITITfnity Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015) – Recognition of the need for fair and unbiased processes in governance to prevent discrimination and ensure equitable treatment.~~

~~18. Suspension of Third-Party Management Company: The plaintiff requests the suspension of Focus HOA due to their involvement in and collaboration with the GGCA Board of Directors in acts of misconduct, including but not limited to harassment, discrimination, and retaliation against the plaintiff. The involvement of Focus HOA in these unethical practices necessitates their suspension to ensure an unbiased and fair governance of the community.~~

~~Supporting Case Law:~~

- ~~◦ Liability of Third Parties for Discrimination and Harassment: Faragher v. City of Boca Raton, 524 U.S. 775 (1998) – Establishes the liability of third parties in cases of harassment and discrimination within organizational settings.~~
- ~~◦ Retaliation and Hostile Environment: Burlington Northern & Santa Fe Railway Co. v. White, 548 U.S. 53 (2006) – Addresses retaliatory actions that create a hostile environment and the responsibility of associated parties.~~

~~Additional Demands Based on Best Practices and Successful Cases:~~

~~1. Costs for Remediation and Repair:~~

- ~~◦ Plaintiff seeks full reimbursement for all costs associated with the necessary reitmediation and repair of the property.~~

~~2. Health and Medical Expenses:~~

- ~~◦ Plaintiff seeks compensation for all health and medical expenses incurred due to the living conditions around her home and community, including, but not limited to:
  - ~~◦ Medical treatments for allergic reactions and respiratory issues.~~
  - ~~◦ Ongoing medical consultations and treatments for asthma.~~
  - ~~◦ Psychological counseling for emotional distress.~~~~

~~3. Legal Fees and Court Costs:~~

- ~~◦ Plaintiff demands reimbursement for all legal fees and court costs incurred in pursuing this lawsuit in accordance with A.R.S. § 12-341.01, which allows for the recovery of attorney's fees in contract actions. Plaintiff would like these funds to be awarded to the court in good faith and appreciation for their help in waiving costs to ensure people of disproportionate status have an ability to represent themselves.~~

~~4. Interest on Damages:~~

- ~~Plaintiff requests interest on the awarded damages from the date of the breach (September 14, 2023), at a rate of 9% per annum as permitted under Arizona law, to fully compensate for the time value of money lost due to GGCA's Board of Directors adverse actions. Additionally, plaintiff seeks reimbursement for fees incurred.~~

~~5. Compensation for Property Devaluation:~~

- ~~Plaintiff seeks compensation for the devaluation of the property due to the undisclosed defects and misrepresentations. The property's value has significantly decreased, and the plaintiff demands an estimate of \$80,000 for the loss in property value.~~

~~6. Compensation for Children's Damages:~~

- ~~Plaintiff seeks compensation for the impact on her children, including health impacts, emotional distress, and reduced quality of life. An estimate of \$15,000 per child is requested for these damages, totaling \$30,000.~~

~~7. Compensation for Ongoing Discrimination, Harassment, and Retaliation Costs:~~

- ~~Plaintiff seeks compensation for the costs associated with the discriminatory treatment experienced. This includes the financial strain and emotional distress caused by GGCA's Board of Directors and their third-party representatives' actions. An estimate of \$75,000 is requested for these costs.~~

~~8. FHA Non-Compliance Costs:~~

- ~~Plaintiff demands compensation for damages resulting from Opendoor's failure to comply with FHA regulations, including:~~
  - ~~Costs associated with the delay and/or additional fees attempted to impose/incurred due to the discrimination and non-compliance.~~
  - ~~Legal and administrative costs to address FHA violations estimated at \$10,000.~~
  - ~~Compensation for the emotional and financial strain caused by discriminatory practices estimated at \$35,000.~~

~~9. Loss of Work and/or Time Worked Due to Continued Harassment, Discrimination, and Retaliation:~~

- ~~Plaintiff seeks compensation for the loss of work and/or time spent dealing with continued harassment, discrimination, and retaliation. This includes:~~
  - ~~Lost wages or income due to time taken off work to address these issues.~~
  - ~~Compensation for any additional time and effort required to manage or mitigate the impact of the discriminatory and retaliatory actions.~~

~~Summary of Total Demand for Relief:~~

- ~~• Breach of Contract: All costs for repairs and replacements (estimated at \$28,500 – \$37,000).~~
- ~~• Breach of Contract: All costs for repairs and replacements (estimated at \$11,500 – \$16,550).~~
- ~~• Civil Damages: Emotional distress, financial loss, and health harm (\$105,555 aggregate sum).~~
- ~~• Punitive Damages: For fraudulent activities and deliberate concealment (\$50,000).~~
- ~~• Property Devaluation: Compensation for loss in property value (\$80,000).~~
- ~~• Children's Damages: Compensation for health and emotional impacts (\$30,000).~~
- ~~• Discrimination Costs: Compensation for discriminatory, retaliation, and harassment treatment (\$75,000).~~
- ~~• FHA Non-Compliance Costs: Legal and administrative costs and compensation for emotional distress (\$45,000).~~
- ~~• Loss of Work and Time: Compensation for lost wages and time spent dealing with harassment, discrimination, and retaliation (\$25,000).~~
- ~~• Health and Medical Expenses: Full reimbursement for all health-related costs.~~
- ~~• Legal Fees and Court Costs: Full reimbursement.~~
- ~~• Interest on Damages: From the date of breach or misrepresentation.~~
- ~~• Order for Specific Performance: Rectification of remaining issues.~~

~~Total Estimated Demand: \$464,605 plus health and medical expenses, legal fees, court costs, and interest on damages.~~

## **Addendum F: FINANCIAL DOCUMENTS REQUEST**

### **1. Accounting Books and Records for Fiscal Years 2023 and 2024**

- **Detailed Financial Statements:** Provide a comprehensive overview of the HOA financial status.
- **Detailed Budgets for 2023 and 2024:** Itemized line by line for each cost category.

### **2. Balance Sheets for Fiscal Years 2023 and 2024**

- **Budgetary Information:** Outline planned expenditures and income for fiscal years 2023 and 2024.
- **Balance Sheets:** Summarize the HOA's assets, liabilities, and equity.
- **Income Statements:** Present the HOA's revenue, expenses, and net income or loss.

### **3. Reserve Fund Balance**

- **Reserve Fund Balance:** Show the amount set aside for future repairs and maintenance.

### **4. Income/Expense Statements**

- **Income/Expense Statements for 2023:** Provide all statements for fiscal year 2023.
- **Income/Expense Statements for 2024:** Provide all available statements for fiscal year 2024.

### **5. Itemized Account of Income**

- **Itemized/Comprehensive Account of All Income:** Provide a detailed account of all income earned in 2023 and 2024.

### **6. Demand Letters**

- **Copies of All Demand Letters Sent:** Please redact owners' full names, addresses, phone numbers, and other confidential information.

### **7. Assessments**

- **Plan to Collect Assessments:** Provide a copy of the plan to collect assessments, fines, late fees, interest fees, etc., for arrears assessments.
  - **Detailed Breakdown of Outstanding Assessments:** Provide a line-by-line analysis of each assessment, including the reason, category/type of assessment, date of issuance, appeal status and outcomes, list of all late fees assessed, date issue resolved, and explanations for unresolved appeals. (Please redact owners' full names, addresses, phone numbers, and other confidential information.)

Sandra Rodriguez vs. Gardens Gilbert Community  
Association

- **List of Interest Assessed:** Provide a list of all interest assessed as per each account ledger. (Please redact owners' information for confidentiality purposes.)
- **Copies of All Liens Placed on Non-Paying Owners**
- **Delinquency Reports for 2023 and 2024**

8. Foreclosures

- Copies of **All Foreclosures Initiated** by the Association

9. Violations of the CC&Rs

- **Records of All Violations for 2023 and 2024:** Provide records of any and all violations of the CC&Rs for the entire years of 2023 and 2024 (e.g., all records by the end of the month based on the date certified document received).

10. Bank Account Reconciliations

- All Bank Account Reconciliations

11. Meeting Agendas, Minutes, and Notes

- **HOA Board and Committee Meetings:** Provide meeting agendas, minutes, and notes for fiscal years 2023 and 2024 to date, including summaries of discussions and decisions made.

12. Maintenance Contracts

- Copies of All Maintenance Contracts with Established Vendors and Contractors

13. Disclosure of Pending Litigation

- Disclosure of Any Pending Litigation

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

**Defendants,**

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

[PROPOSED]  
**REDLINE AMENDED CIVIL  
COMPLAINT**

20  
21 **ADDED [I. JURISDICTION AND VENUE**

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

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

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

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

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

## 12 II. DISCOVERY TIER

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

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## 19 III. PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 1. ASSOCIATION DRIVEN ENFORCEMENT REQUIRED BY  
24 GOVERNING DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 Plaintiff received no substantive response to the February 5 report. On March 19, 2024,  
18 Plaintiff sent a follow-up email stating that she had never received any response to her prior  
19 reports regarding the unleashed-dog incidents. (See No-Response Email dated 03.19.24; Master  
20 Exhibit Index entries Feb.–Mar. 2024.) During this same period, the activity escalated to the point  
21 that Plaintiff contacted the Town of Gilbert Police Department to stop continued trespass and  
22 unleashed-dog activity occurring near her home, which was causing fear and distress for Plaintiff  
23 and her children.

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

1                   3. LEGAL SIGNIFICANCE OF THE FORGOING UNDER ARIZONA LAW

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

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

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

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

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

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

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

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

3 (Negligence / Premises Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 Defendants failed to timely post meeting agendas, maintain adequate meeting minutes,  
25 and provide access to Board records, obstructing homeowner inspection rights and meaningful  
26 participation in Association governance. Arizona’s Planned Community Act requires advance  
27 notice of board meetings, availability of agendas, open meetings, and an opportunity for member  
28 input. See A.R.S. § 33-1804(A)–(C). The statute further requires that meeting minutes be prepared  
and made available to members within thirty (30) calendar days after the meeting. See A.R.S. §

1 33-1804(B). The minutes later provided were untimely and substantively deficient, consisting of  
2 vague summaries that failed to reflect key details necessary for transparency, including matters  
3 discussed, motions made, votes taken, and decisions reached, as contemplated by Arizona law  
4 and the Association's governing documents.

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

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

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

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

28 Similar to past conduct Defendant's and their legal counsel Shaw refused to provide  
meeting minutes reflecting the substance of Board discussions, motions, votes, and decisions, as

1 required by Arizona law and the Association's governing documents. See A.R.S. §§ 33-1804, 33-  
2 1805; A.R.S. §§ 10-11601, 10-11602. The minutes later produced were vague, conclusory, and  
3 not timely distributed to members, further impairing transparency and member oversight.

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

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

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

23         Plaintiff requested an itemized breakdown of the costs discussed, including landscaping  
24 and cleanup expenses. Board President Schultz stated that no such report existed and that the  
25 Association would not create a "*special report*." Community Manager Sortor concurred and  
26 stated that only generic summaries were available. Sortor displayed those summaries exclusively  
27 through a screen-share function she controlled and declined to provide copies before, during, or  
28 after the meeting, preventing independent review.

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

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

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

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

19  
20  
21 **A. COMPARISON JANUARY. MARCH ELECTION ANNUAL MEETING,**  
22 **AND MAY 2024 GGCA BOARD MEETINGS: REPEATED**  
23 **RETALIATION AND EXCLUSION**

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

27 In May 2024, Plaintiff repeatedly requested advance access to the Board meeting agenda  
28 and supporting materials, explaining that the Board's ongoing failure to provide them impeded  
her ability to participate in Association governance. She noted that she had "still not received the

1 agenda, supporting documents, or even confirmation of what will be discussed,” despite multiple  
2 follow-up emails. (See 220-232, 233-234)

3  
4 The agenda was not provided in advance and instead appeared only shortly before the  
5 meeting and was briefly displayed on a shared screen controlled by Community Manager Sortor,  
6 limiting Plaintiff’s ability to review or prepare. Plaintiff documented that prior refusals to provide  
7 agenda materials, including counsel’s refusal, had been made in writing. (See Exh. 233; GGCA  
8 Board of Directors Meeting (Video).

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

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

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

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

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

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

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

7           As Plaintiff summarized,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 E. SOCIAL MEDIA HARASSMENT

2 1. PRE-CANDIDANCY ONLINE TARGETING AND CREDIBILITY ATTACKS

3  
4 Between approximately February 14 and February 23, 2024, and before Plaintiff publicly  
5 announced any intent to seek election, Plaintiff participated in discussions on the official Gardens  
6 Gilbert Community Facebook page concerning Association governance and community  
7 conditions. Plaintiff's comments addressed pet-waste accumulation, unleashed dogs, sanitation  
8 conditions adjacent to her home, enforcement failures, and access to Association financial and  
9 election records.

10 During these discussions, multiple homeowners unaffiliated with Board leadership  
11 responded supportively and constructively. One homeowner stated, "*I appreciate you attending*  
12 *these meetings and speaking for those of us who are unable to join,*" while another wrote, "*It's*  
13 *ridiculous how many people don't clean up after their pets.*" Residents independently confirmed  
14 similar conditions, shared firsthand experiences, and offered practical observations regarding  
15 inconsistent enforcement and declining community standards. These responses were respectful,  
16 receptive, and solution-oriented.

17 In contrast, Anna Schultz—who at all relevant times served as GGCA Board President  
18 and as an administrator with moderation authority over the Facebook group—and her husband,  
19 Matthew Schultz's public attacks were not isolated third-party speech, but occurred in  
20 coordination with, ratified by, and attributable to Anna Schultz in her capacity as GGCA Board  
21 President and administrator of Association-controlled forums. During the relevant period, Anna  
22 Schultz exercised administrative authority over the official Gardens Gilbert Community  
23 Facebook page and actively participated in the same discussion threads in which Matthew Schultz  
24 publicly challenged Plaintiff's credibility and motives. Rather than correcting, distancing from,  
25 or disavowing his statements, Anna Schultz allowed them to remain visible, engaged in parallel  
26 deflection of Plaintiff's concerns, and used her official position to legitimize the narrative he  
27 advanced.

28 Matthew Schultz's posts shifted the discussion away from the substance of Plaintiff's  
protected governance advocacy and toward personal attacks, falsely implying dishonesty,  
improper motive, and unethical conduct. He accused Plaintiff of "*mischaracterizing*" Board

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13

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

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

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

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

24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 CONCLUSION

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

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

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

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

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

8  
9 ~~V. APPLICABLE LAW SUPPORTING CLAIMS~~  
10

11 ~~A.R.S. § 33-1805 requires HOAs to maintain financial and association records and to~~  
12 ~~make them reasonably available to owners upon request. Defendants violated this statute by~~  
13 ~~refusing to provide required records, mischaracterizing what constitutes an "association record,"~~  
14 ~~and conditioning access on unlawful requirements.~~

15 ~~A.R.S. § 33-1817 requires associations to process architectural requests in a reasonable~~  
16 ~~time and, under common interpretation, within 30 days, with failure to respond resulting in~~  
17 ~~deemed approval. Defendants violated this statute by withholding forms for 41 days, delaying~~  
18 ~~decisions for more than 71 days, and denying Plaintiff's requests for pretextual reasons not~~  
19 ~~applied to others.~~

20 ~~A.R.S. § 33-1806 prohibits retaliation against an owner for exercising rights under Title~~  
21 ~~33, including requesting records and complaining about compliance. Defendants retaliated by~~  
22 ~~issuing improper violations, blocking communications, threatening litigation, suppressing~~  
23 ~~Plaintiff's voting and governance participation, and imposing "mail-only" restrictions.~~

24 ~~The Fair Housing Act, 42 U.S.C. § 3617, prohibits interference, coercion, or intimidation~~  
25 ~~of any person in the exercise or enjoyment of housing-related rights on the basis of protected~~  
26 ~~characteristics. Defendants interfered with Plaintiff's rights by treating her differently than~~  
27 ~~similarly situated white homeowners, obstructing essential repairs to her home, and retaliating for~~  
28 ~~her complaints and legal filings.~~

1       ~~The First Amendment to the U.S. Constitution protects Plaintiff's right to petition the~~  
2 ~~government for redress of grievances. Defendants violated this right by punishing Plaintiff for~~  
3 ~~contacting government agencies, filing court actions, and seeking judicial intervention, including~~  
4 ~~through cease and desist threats, "mail only" restrictions, and abusive motions to strike.~~

5       ~~The Fourteenth Amendment guarantees due process and equal protection. Defendants~~  
6 ~~violated these guarantees by manipulating process to deprive Plaintiff of substantive rights,~~  
7 ~~selectively enforcing CC&Rs and rules, blocking her access to records and meetings, imposing~~  
8 ~~arbitrary and discriminatory barriers not applied to other homeowners, and imposing excessive~~  
9 ~~legal hurdles through misleading procedural tactics.~~

10       ~~Arizona common law recognizes causes of action for negligence, gross negligence,~~  
11 ~~premises liability, nuisance, intentional infliction of emotional distress (IIED), negligent infliction~~  
12 ~~of emotional distress (NIED), breach of contract, breach of the implied covenant of good faith~~  
13 ~~and fair dealing, abuse of process, and civil conspiracy. Defendants' acts and omissions satisfy~~  
14 ~~the elements of each of these claims, as detailed in the above factual allegations and in the counts~~  
15 ~~that follow.~~

1 **VI. CAUSES OF ACTION (SUMMARY COUNTS)**

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

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5  
6 Plaintiff incorporates by reference all preceding paragraphs. Consistent with her prior  
7 pleading, Plaintiff asserts the following causes of action, which will be fully pleaded in numbered  
8 counts:

9 **COUNT I**

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10 **BREACH OF CONTRACT**

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

12 **(Against GGCA and Participating Defendants)**

13  
14 The CC&Rs, Bylaws, and Articles of Incorporation constitute a binding contract between  
15 Plaintiff and GGCA, enforceable against the Association and those acting on its behalf, including  
16 board members, officers, managing agents, and counsel acting within the scope of Association  
17 authority.

18 The governing documents require, among other things:

- 19
- 20 A. Maintenance of common areas in a clean, sanitary, and safe condition;
  - 21 B. Uniform, non-selective enforcement of rules, including nuisance, pet, and leash  
22 provisions;
  - 23 C. Timely, good-faith architectural review and approval processes;
  - 24 D. Transparent governance, records access, and meaningful member participation.

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25  
26 Defendants breached these contractual obligations by, inter alia:

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- 27  
28
  - o Failing to abate known sanitation hazards and persistent pet-waste conditions;





- 1           ◦ A.R.S. § 33-1807, by threatening and pursuing lien and enforcement action based  
2           on defective accounting, disputed charges, non-assessment amounts, and  
3           retaliatory motives rather than lawful collection posture.

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

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

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

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

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

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

- 23           ◦ Breaching duties of loyalty, care, and good faith owed to members;  
24           ◦ Acting for retaliatory, self-protective, or punitive purposes rather than in the best  
25           interests of the Association;  
26  
27  
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- 1       ◦ Failing to ensure truthful disclosures and accurate representations in governance and  
2       judicial proceedings;  
3       ◦ Misusing corporate authority to obstruct accountability and evade statutory  
4       obligations.

5  
6       **D. VIOLATIONS OF GOVERNING DOCUMENTS**

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

- 10       ◦ Maintenance of common areas in a safe, sanitary, and non-hazardous condition;  
11       ◦ Uniform, non-selective enforcement of rules and restrictions;  
12       ◦ Timely and good-faith architectural review;  
13       ◦ Transparent governance, records access, and member participation.

14  
15  
16       **E. COMPOUNDING VIOLATIONS THROUGH MISREPRESENTATIONS**

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

22       These misrepresentations were deliberate, strategic, and intertwined with Defendants'  
23       broader pattern of retaliation, obstruction, and abuse of process.

24  
25       **F. HARM**

26       Defendants' statutory violations were knowing, retaliatory, and ongoing, and directly and  
27       proximately caused Plaintiff harm, including loss of statutory rights, interference with governance  
28       participation, delayed remediation of health hazards, financial loss, emotional distress, and  
      impairment of access to judicial and administrative remedies.



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COUNT VII

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INTENTIONAL AND NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(IIED & NIED)

Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

A. EXTREME AND OUTRAGEOUS CONDUCT

Defendants engaged in a sustained, coordinated pattern of extreme and outrageous conduct that exceeded all bounds of decency tolerated in a civilized community, particularly given Defendants' positions of authority over Plaintiff's housing, finances, health, and governance rights.

This conduct included, without limitation:

- Threats by Association counsel Augustus H. Shaw IV that Defendants "*may sue her tomorrow,*" made not to resolve any legitimate dispute but to silence Plaintiff's complaints, records requests, and governance participation;
- Imposition of unilateral "*mail-only*" and counsel-only communication bans while Defendants continued enforcement actions, billing, lien threats, and architectural control over Plaintiff's home;
- Repeated mischaracterization of Plaintiff's statutorily protected activity—records requests, health-and-safety reporting, election participation, and court filings—as "*harassment,*" despite clear notice that such activity was lawful and protected;
- Willful refusal to provide statutorily required records and architectural forms, including during a documented black-mold and water-intrusion emergency affecting Plaintiff and her children;
- Obstruction and delay of emergency architectural remediation, knowingly prolonging Plaintiff's exposure to toxic mold, unsanitary conditions, and escalating health risks;

- 1       ◦ Escalation to law enforcement based on false premises, including false representations  
2       to the City of Mesa Police that Defendants possessed an Injunction Against  
3       Harassment against Plaintiff when no such order existed, resulting in police  
4       intervention during Plaintiff's lawful attempt to obtain an architectural form necessary  
5       to address a health hazard;
- 6       ◦ Monitoring Plaintiff's online activity, communications, and public postings, including  
7       collecting, tracking, and referencing Plaintiff's online speech and filings, not for  
8       compliance or security purposes but to retaliate against her for protected expression  
9       and to escalate enforcement and litigation posture;
- 10      ◦ Surveilling Plaintiff's home and presence within the community, including monitoring  
11      her movements, visits to the management office, and interactions related to  
12      governance and architectural compliance, with the intent to intimidate, deter further  
13      complaints, and manufacture enforcement leverage;
- 14      ◦ Using such monitoring and surveillance to retaliate financially, including escalating  
15      enforcement, imposing additional fees, threatening liens, and increasing costs  
16      associated with compliance and defense, thereby attempting to punish Plaintiff  
17      economically for asserting her rights;
- 18      ◦ False representations to courts asserting that Harman Cadis and Brooke Sortor were  
19      mere "employees," despite evidence of their decision-making authority, thereby  
20      denying accountability, prolonging obstruction, and exacerbating Plaintiff's  
21      emotional distress and exposure to harm;
- 22      ◦ Coordinated suppression through counsel, management, and Board members rather  
23      than lawful compliance with statutory and contractual duties.
- 24      ◦ Defendants' conduct was not isolated, inadvertent, or merely discourteous. It was  
25      deliberate, sustained over many months, retaliatory in nature, and carried out through  
26      misuse of institutional power over Plaintiff's home, finances, health, speech, and  
27      participation rights.  
28

1       ◦ Misuse of litigation tools and third-party processes as a means of harassment and  
2       intimidation, including weaponizing discovery, depositions, and sanctions practice to  
3       target Plaintiff's financial indigency and personal circumstances rather than any  
4       legitimate issue in dispute; propounding discovery and deposition requests unrelated  
5       to the claims or defenses in this action for the purpose of burdening, embarrassing,  
6       and coercing Plaintiff; repeatedly seeking sanctions despite Defendants' knowledge  
7       of Plaintiff's indigency; and mirroring unsupported discovery allegations with third-  
8       party governmental intrusion—resulting in investigators appearing at Plaintiff's home  
9       and a fraudulently submitted application falsely alleging self-employment—thereby  
10       escalating fear, humiliation, and disruption to Plaintiff and her children. This conduct  
11       was retaliatory, oppressive, and undertaken with reckless disregard for the severe  
12       emotional distress it would cause.

#### 13       B. ABUSE OF POWER AND TARGETED SURVEILLANCE

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

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

#### 22       C. INTENT OR RECKLESS DISREGARD

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

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

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1 D. SEVERE EMOTIONAL DISTRESS

2 As a direct and proximate result of Defendants' conduct, Plaintiff suffered severe  
3 emotional distress, including:

- 4 ○ Persistent anxiety, fear, hypervigilance, and humiliation;
- 5
- 6 ○ Sleep disturbance, panic symptoms, and physical manifestations of stress
- 7
- 8 —Trauma and ongoing fear resulting from surveillance, law-enforcement escalation,  
9 and threats to housing stability, which forced Plaintiff to install "No Trespassing"  
10 signage and security cameras around her home—measures she had never previously  
11 required prior to Defendants' conduct. ~~Trauma associated with surveillance, police~~  
12 escalation, and threats to housing stability;
- 13 ○ Emotional injury compounded by financial pressure, retaliatory fees, and fear of  
14 continued monitoring affecting her children's safety.

15 Plaintiff's distress was severe, medically significant, and far beyond transient upset or  
16 annoyance, satisfying Arizona's threshold for emotional-distress claims.

17 E. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

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

20 Defendants' negligent acts and omissions—including failure to abate known hazards,  
21 refusal to provide architectural documentation, reckless surveillance, and unjustified law-  
22 enforcement escalation—created an unreasonable risk of emotional harm that foreseeably  
23 resulted in serious emotional distress accompanied by physical symptoms.  
24

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1 COUNT VIII

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2 BREACH OF FIDUCIARY DUTY

3  
4 *(Against GGCA Board Members, Focus HOA, and Managing Agents)*

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

7  
8 At all relevant times, Defendants Gardens/Gilbert Community Association ("GGCA"),  
9 its current and former Board members (including former President Anna Schultz), Focus HOA  
10 Management, LLC ("Focus HOA"), and managing agents Harman Cadis and Brooke Sortor  
11 owed Plaintiff fiduciary duties of loyalty, care, good faith, honesty, and fair dealing arising from  
12 their control over Association governance, enforcement authority, records access, architectural  
13 review, and common-area maintenance.

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

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

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

25 2. **SUPPRESSION OF COMPLAINTS AND HAZARD REMEDIATION:** Ignoring,  
26 minimizing, or deflecting documented sanitation hazards, pet-waste accumulation,  
27 trespass, and toxic mold exposure affecting Plaintiff's home; refusing to enforce CC&Rs  
28 uniformly; and suppressing or discouraging further complaints rather than remedying  
known risks to health, safety, and property.

1 **3. MISREPRESENTATION OF AUTHORITY AND ROLES TO COURTS:** Knowingly  
2 misrepresenting—or causing counsel to misrepresent—the authority, agency, and  
3 decision-making roles of Harman Cadis and Brooke Sortor to the Maricopa County  
4 Superior Court and the Arizona Court of Appeals by falsely characterizing them as mere  
5 “employees” without authority, despite their direct control over enforcement, records  
6 access, architectural approvals, and communications. These misrepresentations were  
7 made to evade accountability, limit discovery, and shield individual actors from liability.

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8 **4. USE OF COUNSEL AND LITIGATION POSTURE TO OBSTRUCT RATHER**  
9 **THAN GOVERN:** Employing Association counsel not to facilitate lawful governance,  
10 compliance, or dispute resolution, but to silence Plaintiff, impose unlawful  
11 communication bans, obstruct statutory records access and architectural compliance,  
12 escalate enforcement pressure, and advance misleading positions before courts—conduct  
13 undertaken to protect individual Defendants rather than the Association’s interests.

14 **5. FAILURE OF CANDOR, TRANSPARENCY, AND LOYALTY:** Withholding  
15 material information from Plaintiff and other members; providing misleading financial  
16 and governance disclosures; denying access to records later produced post-litigation; and  
17 advancing inconsistent narratives regarding enforcement authority and governance  
18 responsibilities.

19 **6. ABUSE OF NON PROFIT STATUS AND LITIGATION PROCESS TO EVADE**  
20 **ACCOUNTABILITY:** Defendants further breached their fiduciary duties by abusing the  
21 Association’s nonprofit corporate status and litigation process to evade accountability for  
22 known personal injury, health risks, and statutory violations affecting Plaintiff, while  
23 improperly shifting financial and legal exposure onto the Association’s membership.

24 Specifically, Defendants, acting individually and in concert, attempted to invoke the  
25 Arizona Nonprofit Corporation Act and the Association’s corporate form as a shield for  
26 blanket immunity, despite contemporaneous knowledge of Plaintiff’s documented health  
27 injuries, unsafe living conditions, and deprivation of statutory and contractual rights.  
28 Rather than addressing these harms through lawful governance, remediation, or good-faith  
dispute resolution, Defendants pursued a litigation posture designed to foreclose liability

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1 altogether by mischaracterizing individual decision-makers as non-actors and asserting  
2 that only the corporate Association could be responsible.

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

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

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

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

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

24 As a direct and proximate result of these additional breaches, Plaintiff and the  
25 Association’s members suffered foreseeable harm, including increased litigation costs,  
26 impaired governance integrity, loss of trust, and the diversion of Association resources  
27 away from health, safety, and community maintenance obligations.

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

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

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

13 **COUNT IX**

14 **ABUSE OF PROCESS**

15  
16 The conduct alleged in Subsections 6–7 constitutes **abuse of process** because Defendants  
17 used legal and quasi-legal mechanisms—corporate status assertions, immunity arguments, motion  
18 practice, discovery tactics, and allocation of liability—not to resolve a bona fide dispute, but for  
19 an **ulterior purpose**: to evade personal accountability for known harms, obstruct Plaintiff's  
20 access to remedies, and shift exposure onto the Association and its members. The misuse of the  
21 nonprofit corporate form and litigation tools to block redress for documented injuries, rather than  
22 to advance legitimate governance objectives, satisfies Arizona's requirement of (1) a willful act  
23 in the use of process (2) for an improper, collateral purpose.

24 **COUNT X**

25 **CIVIL CONSPIRACY**

26  
27 The allegations further establish **civil conspiracy** because Defendants—Board members,  
28 managing agents, and counsel—acted in concert pursuant to a shared plan to: (a)  
mischaracterize individual authority and responsibility; (b) invoke nonprofit status as a blanket

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1 shield; (c) centralize liability on the Association; and (d) escalate litigation in a manner that  
2 increased costs and pressure while suppressing accountability. The coordinated nature of these  
3 acts, undertaken through aligned roles and communications, constitutes overt acts in furtherance  
4 of a common objective that resulted in damages to Plaintiff and the Association's members.

5  
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7 COUNT XI

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8 **PUNITITIVE DAMAGES**

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9 Defendants' conduct supports **punitive damages** because it was **knowing, willful, and**  
10 **undertaken with conscious disregard** of Plaintiff's rights and safety. Defendants were on notice  
11 of Plaintiff's documented injuries and statutory protections, yet deliberately chose a self-  
12 protective litigation strategy that prolonged harm, obstructed remedies, and exposed homeowners  
13 to unnecessary financial risk. Using fiduciary authority and the nonprofit structure to evade  
14 accountability—while escalating costs borne by others—reflects the requisite **evil mind** under  
15 Arizona law, warranting punitive and exemplary relief to punish and deter similar misconduct.

16  
17 COUNT XII

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18 DISCRIMINATION

19  
20 *(Arizona Fair Housing Act; Federal Fair Housing Act, 42 U.S.C. §§ 3601–3619, incl. §*  
21 *3617; Equal Protection)(Arizona Fair Housing Act & Federal Fair Housing Act)*

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22 Plaintiff incorporates all prior allegations.

23  
24 Defendants engaged in **disparate treatment and selective enforcement** that denied  
25 Plaintiff **equal access to housing-related services and approvals**, including architectural  
26 processes necessary to remediate documented health hazards. Defendants imposed **procedural**  
27 **barriers, delays, and communication restrictions** on Plaintiff that were **not applied to**  
28 **similarly situated homeowners**, while advancing **shifting, pretextual explanations**  
unsupported by the CC&Rs, Bylaws, or statute.

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

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

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

12 Plaintiff was subjected to disparate treatment, selective enforcement, and denial of equal  
13 access to housing-related services and approvals, including architectural processes necessary to  
14 remediate health hazards.

15 **COUNT XIII**

16 **RETALIATION**

17 *(State and Federal)*

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

23 Plaintiff engaged in protected activity under Arizona and federal law, including but not  
24 limited to: requesting Association financial and governance records; seeking election procedures  
25 and participation; reporting health and safety hazards affecting her home; communicating with  
26 municipal agencies; and petitioning courts for relief. These activities are protected by A.R.S. Title  
27 33, the Fair Housing Act, and the First Amendment.

28 After and because Plaintiff engaged in this protected conduct, Defendants undertook a  
series of materially adverse actions intended to punish Plaintiff and deter further exercise of her

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1 rights. As alleged in COUNT IX, these actions were applied selectively and discriminatorily,  
2 deviating from how similarly situated homeowners were treated, and included denial of equal  
3 access to architectural approvals, records, meetings, and remediation processes necessary to  
4 address health hazards.

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

10 The retaliatory conduct included, without limitation:

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

26 The temporal proximity, escalation, and selective nature of these actions establish a direct  
27 causal link between Plaintiff's protected activity and Defendants' adverse conduct. The same acts  
28 that constitute discrimination under COUNT IX and abuse of process under COUNT XI also

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1 constitute retaliation, as they would deter a reasonable homeowner from exercising protected  
2 rights.

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

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

10 Defendants retaliated against Plaintiff for engaging in protected activity by escalating  
11 enforcement, lien threats, communication bans, police involvement, architectural obstruction, and  
12 false litigation narratives designed to chill further complaints.

13  
14 COUNT XV

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15 FIRST AMENDMENT VIOLATIONS

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

18  
19 Plaintiff engaged in constitutionally protected activity, including petitioning for redress  
20 of grievances, requesting statutorily mandated records pursuant to A.R.S. § 33-1805, reporting  
21 sanitation and safety hazards, participating in Association governance and elections, attempts to  
22 assemble and seeking judicial relief in state court and Plaintiff proceedings.

23 At all relevant times, Defendants exercised state-enabled, quasi-governmental authority  
24 delegated by Arizona law through the Arizona Planned Communities Act, including authority to  
25 regulate property use and occupancy, impose penalties and fines with lien consequences, control  
26 access to Association meetings and elections, restrict member communications, and condition  
27 housing-related approvals on compliance with Association processes. Defendants' authority was  
28 exercised pursuant to state statute and enforceable only through state-created mechanisms.

1 including lien enforcement, court proceedings, and compelled compliance affecting Plaintiff's  
2 housing rights.

3 Defendants acted under color of state law within the meaning of 42 U.S.C. § 1983 because  
4 their conduct involved the exercise of powers traditionally and exclusively associated with the  
5 State, including coercive enforcement affecting housing access and governance participation, and  
6 because their actions were made possible only by statutory delegation and judicial enforcement.  
7 See, e.g., *Lugar v. Edmondson Oil Co.*, 457 U.S. 922 (1982); *Brentwood Acad. v. Tenn. Secondary*  
8 *Sch. Athletic Ass'n*, 531 U.S. 288 (2001). Arizona courts likewise recognize that entities  
9 exercising statutorily delegated enforcement authority affecting property and housing rights may  
10 be subject to constitutional constraints.

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

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

28 Defendants further conspired and acted in concert to suppress Plaintiff's speech,  
assembly, and participation through coordinated action among Association board members.

1 management personnel, and legal counsel, in violation of 42 U.S.C. § 1985. As part of that  
2 coordinated effort, Defendants weaponized enforcement mechanisms, architectural processes,  
3 and governance controls to punish protected speech and deter Plaintiff from continued  
4 participation.

5 These First Amendment violations are inseparably intertwined with Defendants' abuse of  
6 process and fraud on the court, as alleged in Counts XII (Abuse of Process) and [Fraud on the  
7 Court / Judicial Estoppel Count]. Defendants used legal and administrative processes not to  
8 resolve legitimate disputes, but to retaliate against Plaintiff for protected activity, to intimidate  
9 and silence her, and to obstruct her access to judicial redress. Defendants further advanced false  
10 and misleading representations to the trial court and the Arizona Court of Appeals regarding the  
11 authority, roles, and status of key actors—including mischaracterizing decision-makers as "mere  
12 employees"—for the purpose of evading liability and insulating retaliatory conduct from review.

13 The misuse of judicial and quasi-judicial processes to punish protected speech and  
14 petitioning activity constitutes an independent constitutional injury and further establishes that  
15 Defendants' conduct falls outside any litigation privilege or legitimate advocacy function. See  
16 *Sosa v. DIRECTV, Inc.*, 437 F.3d 923 (9th Cir. 2006) (litigation privilege does not shield conduct  
17 that is itself unlawful or used as a means of extortion or retaliation); *Mack v. City of Flagstaff*,  
18 202 Ariz. 183 (App. 2002) (retaliatory use of governmental process may support constitutional  
19 claims).

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

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

26 **COUNT XVI**

27 **ABUSE OF PROCESS**

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1 Plaintiff incorporates by reference all preceding paragraphs of this Amended Complaint,  
2 including the factual allegations supporting COUNT XI (First Amendment Violations), as if fully  
3 set forth herein.

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

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

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

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

28 Defendants further weaponized architectural review processes by refusing to provide  
required forms, imposing shifting and unsupported objections, and delaying decisions beyond

1 statutory deadlines—not to enforce design standards, but to obstruct Plaintiff’s ability to  
2 remediate serious health and safety hazards after she engaged in protected speech, records  
3 requests, and litigation activity.

4 Defendants also threatened and pursued lien and enforcement actions based on disputed,  
5 defective, or non-assessment charges while simultaneously denying Plaintiff access to records,  
6 accountings, and dispute mechanisms, using the threat of foreclosure-related consequences as

7 Each of the foregoing acts constituted a willful misuse of process after its issuance or  
8 invocation, undertaken to accomplish ulterior purposes—namely retaliation, intimidation,  
9 suppression of speech, and obstruction of governance participation—rather than to achieve the  
10 legitimate ends of any legal or administrative process.

11 Defendants’ improper motive is further evidenced by:

- 12
- 13 a) the close temporal proximity between Plaintiff’s protected activity and  
14 Defendants’ escalation;
  - 15 b) express threats by counsel to initiate litigation to silence Plaintiff;
  - 16 c) disparate treatment compared to similarly situated homeowners;
  - 17 d) persistence in coercive tactics after notice that Plaintiff’s conduct was  
18 statutorily and constitutionally protected; and
  - 19 e) Defendants’ retreat, reversal, or partial compliance only after judicial  
20 intervention.

21

22

23 Defendants’ abuse of process was inextricably intertwined with, and undertaken in  
24 furtherance of, the First Amendment violations alleged in COUNT XI, as the misused processes  
25 were employed specifically to chill speech, deter petitioning, suppress assembly, intimidate  
26 Plaintiff and her family, and obstruct Plaintiff’s access to Association governance and judicial  
27 redress.

28 As a direct and proximate result of Defendants’ abuse of process, Plaintiff suffered  
damages including, but not limited to: emotional distress; fear and humiliation; loss of housing-

1 related rights and opportunities; health-related harm due to delayed remediation; financial loss;  
2 interference with access to courts; deterioration of neighbor relationships; and chilling of  
3 constitutionally protected activity.

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

7  
8  
9 **COUNT VIII**

10 **JUDICIAL ESTOPPEL AND FRAUD ON THE COURT**

11  
12 Defendants are judicially estopped from denying responsibility for the conduct alleged  
13 herein and are liable for fraud on the court based on materially false and inconsistent  
14 representations made to the Maricopa County Superior Court and the Arizona Court of Appeals  
15 regarding the authority, roles, and decision-making status of Harman Cadis, Brooke Sortor, and  
16 Focus HOA Management, LLC.

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

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

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1 City Police acknowledging that Brittany Schultz and Jennifer Munn were acting as employees  
2 and agents of Focus HOA Management, LLC during the relevant events. Defendants' inconsistent  
3 positions were strategic, not inadvertent.

4 Defendants succeeded in advancing these false characterizations to obtain procedural  
5 advantage and judicial deference, and thereafter attempted to reverse course when confronted  
6 with evidence of coordinated retaliation, records obstruction, architectural interference, and  
7 enforcement misconduct.

8  
9  
10 Judicial estoppel applies because Defendants:

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

14  
15 Defendants' conduct further constitutes fraud on the court because the misrepresentations  
16 were calculated to improperly influence judicial decision-making, obstruct the truth-seeking  
17 function of the courts, and prevent adjudication of Plaintiff's claims on their merits. False sworn  
18 statements regarding authority, agency, and decision-making responsibility strike at the integrity  
19 of the judicial process and are not protected by litigation privilege.

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

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

27  
28 This subsection is pleaded in direct support of Abuse of Process and First Amendment  
Violations, as Defendants' false representations were used as instrumentalities to chill protected

1 activity, suppress governance participation, and manipulate judicial proceedings to punish  
2 Plaintiff for asserting her rights.

3 COUNT XIII

4 CIVIL CONSPIRACY

5 (Against All Defendants)

6  
7  
8 Defendants knowingly entered into and carried out a concerted scheme—acting in  
9 coordination with former and current GGCA board members, Focus HOA Management  
10 employees, and counsel—to retaliate against Plaintiff, obstruct her statutory and contractual  
11 rights, intimidate Plaintiff and her family, and suppress her participation in Association  
12 governance. In furtherance of this conspiracy, Defendants committed overt acts including,  
13 without limitation, false representations to the trial court and the Arizona Court of Appeals  
14 regarding the authority and roles of management actors, coordinated communication bans,  
15 obstruction of records and architectural processes, escalation to law enforcement, and misuse of  
16 enforcement mechanisms. These acts were undertaken to shield responsible actors from  
17 accountability, chill Plaintiff's protected activity, and secure improper litigation and governance  
18 advantage.

19 PRESERVATION OF RIGHTS

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

22 ~~o Breach of Contract (GGCA & Focus): Breach of CC&Rs and governing documents by~~  
23 ~~failing to maintain sanitary common areas, failing to enforce CC&Rs uniformly,~~  
24 ~~obstructing records requests, delaying and denying architectural approvals, and retaliating~~  
25 ~~against Plaintiff for exercising contractual and statutory rights.~~

26 ~~o Breach of Implied Covenant of Good Faith and Fair Dealing (All Contracting~~  
27 ~~Defendants and Individual Participants): Arbitrary and bad faith exercise of~~  
28 ~~contractual discretion, including using enforcement and architectural approvals as~~  
~~weapons to punish Plaintiff.~~

1 ~~o Negligence and Gross Negligence (All Defendants): Failure to maintain common areas;~~  
2 ~~respond reasonably to health and safety complaints, and process architectural requests in~~  
3 ~~a timely, non-discriminatory manner, with reckless disregard for known risks.~~

4 ~~o Premises Liability / Nuisance / Toxic Exposure (GGCA, Focus, Schultz, Cadis,~~  
5 ~~Sortor): Creating and maintaining dangerous pet waste and mold conditions under their~~  
6 ~~control, constituting a private nuisance and causing physical harm.~~

7 ~~o HED & NIED (Schultz, Cadis, Sortor, Shaw, GGCA, Focus): Extreme, outrageous,~~  
8 ~~and/or negligent conduct including threats to "sue her tomorrow," blocking~~  
9 ~~communications, ignoring health hazards, misusing legal process, and imposing "mail-~~  
10 ~~only" restrictions causing severe emotional distress and mental anguish.~~

11 ~~o Retaliation Under A.R.S. § 33-1806 and FHA § 3617 (All Defendants): Retaliation~~  
12 ~~against Plaintiff for exercising rights under Title 33 and the FHA by issuing improper~~  
13 ~~violations, refusing records, blocking communications, obstructing architectural~~  
14 ~~approvals, suppressing voting and meeting access, and escalating litigation abuse.~~

15 ~~o Statutory Violations A.R.S. §§ 33-1805 and 33-1817 (GGCA, Focus, Schultz, Cadis,~~  
16 ~~Sortor, Shaw): Willful refusal to provide required records and unlawful delay or denial~~  
17 ~~of architectural approvals.~~

18 ~~o Abuse of Process (Shaw and Co-Conspirators): Use of cease and desist letters, "mail-~~  
19 ~~only" restrictions, motions to strike, partial motions to dismiss, lien and judgment~~  
20 ~~enforcement, and misstatements of res judicata and "stays" primarily to intimidate and~~  
21 ~~punish Plaintiff, rather than to secure fair adjudication.~~

22 ~~o Civil Conspiracy (All Defendants): Agreement to engage in retaliation, records~~  
23 ~~obstruction, discrimination, lien/judgment leverage, and abuse of process, followed by~~  
24 ~~overt acts in furtherance of that agreement.~~

25  
26 Plaintiff reserves the right to add or refine counts consistent with the facts and applicable

27 law.

V. APPLICABLE LAW SUPPORTING CLAIMS TABLE OF  
AUTHORITIES

A. U.S. SUPREME COURT CASES.

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

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

**Relevance:** Fair Housing Act discrimination claims

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

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

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

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

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

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

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

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

Establishes the framework for procedural due process.

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

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

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

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

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

Addresses discriminatory enforcement and equal protection violations.

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

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

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

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6 Establishes procedural leniency for pro se litigants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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21 **3. *Dawson v. Withycombe*, 216 Ariz. 84, 103–04 ¶¶ 50–54 (App. 2007)**

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

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25  
26 **4. *Hall v. Romero*, 141 Ariz. 120, 123 (App. 1984)**

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

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

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

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

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

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

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

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10  
11 8. Marquez v. Ortega, 231 Ariz. 437 (Ct. App. 2013)

12 Addresses retaliatory conduct and violations of housing rights.

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13  
14 9. Miller v. Corning Glass Works, 102 Ariz. 326 (1967)

15 Establishing duty of care in negligence cases.

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16  
17 10. State ex rel. Corbin v. Pickrell, 136 Ariz. 589 (1983)

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

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20  
21 11. Swichtenberg v. Brimer, 171 Ariz. 77 (Ct. App. 1991)

22 Enforcement of fiduciary duties in community associations

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23  
24 **D. FEDERAL STATUTES**

25 1. 42 U.S.C. § 3617 – Prohibits retaliation against individuals exercising fair housing  
26 rights.

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27 Legal Standard: Under 42 U.S.C. § 1988(b), 42 U.S.C. § 3617 prohibits coercion,  
28 intimidation, threats, or interference against individuals exercising their fair housing  
rights. This provision protects individuals from retaliatory actions taken by landlords.

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homeowners' associations (HOAs), or property managers in response to asserting rights under the Fair Housing Act (FHA).

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

Protects against housing discrimination and retaliation.

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

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

3. Fourteenth Amendment, U.S. Constitution

Guarantees due process and equal protection.

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

E. ARIZONA STATUTORY AUTHORITY

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

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

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

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

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

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

Independent statutory right to inspect records: associations may not impose payment, "view-only," or counsel-controlled access as preconditions.

4. A.R.S. § 38-431(4) – Definition of "Meeting"

Although located in the Open Meeting Law, this is Arizona's only statutory definition of "meeting."

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

4 6. HB 2662 (2024)

5 Reinforces agenda transparency, meeting access, and homeowner participation rights.  
6 A.R.S. § 33-1805 (Inspection of Records)

7 a. Arizona law requires HOA associations to maintain financial and association  
8 records and to make them reasonably available to owners upon request for  
9 inspection and copying. Associations may not mischaracterize what constitutes an  
10 "associate record," impose unlawful conditions on access, or delay procedution  
11 to obstruct statutory rights. Defendants violated this statute by refusing to provide  
12 required—records, mischaracterizing what constitutes an "association  
13 record"—records as non disclosable, —and conditioning access on improper  
14 communication and payment unlawful requirements.

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

15 —requires associations to process architectural requests in a reasonable time and,  
16 under common interpretation, within 30 days, with failure to respond resulting in  
17 deemed approval. Defendants violated this statute by withholding forms for 41 days,  
18 delaying decisions for more than 71 days, and denying Plaintiff's requests for  
19 pretextual reasons not applied to others. Associations must process architectural  
20 requests within a reasonable time. Failure to respond within the statutory or  
21 governing-document period—commonly thirty (30) days—results in approval by  
22 operation of law. Defendants violated § 33-1817 by withholding required forms for  
23 forty-one (41) days, imposing shifting objections, and delaying approval for  
24 approximately sixty-seven (67) days without lawful basis or uniform application.

24 8. A.R.S. § 33-1806 (Retaliation Prohibited)

25 —An association may not retaliate against a homeowner for exercising rights under  
26 Title 33, including requesting records, reporting violations, or participating in  
27 governance. Defendants retaliated by restricting communications, issuing threats,  
28 blocking access to records and meetings, suppressing Plaintiff's governance  
participation, imposing mail-only restrictions, and escalating enforcement after  
protected activity prohibits retaliation against an owner for exercising rights under

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~~Title 33, including requesting records and complaining about compliance. Defendants retaliated by issuing improper violations, blocking communications, threatening litigation, suppressing Plaintiff's voting and governance participation, and imposing "mail only" restrictions.~~

**9. A.R.S. § 33-1803 & § 33-1807 (Assessments; Enforcement; Liens).**

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

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

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

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

**12. Arizona Rule of Civil Procedure 15(a)**

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

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

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

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

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

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

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

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

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

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

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#### 4 C. ARIZONA TORT AND COMMON LAW CLAIMS

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

9  
10 1. *Gipson v. Kasey*, 214 Ariz. 141 (2007). Negligence / Gross Negligence: Duty, breach,  
11 causation, and damages where Defendants failed to act reasonably after notice of health  
12 and safety risks.

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13 2. *Armory Park Neighborhood Ass'n v. Episcopal Cmty. Servs.*, 148 Ariz. 1 (1985). Private  
14 Nuisance: Substantial and unreasonable interference with use and enjoyment of property  
15 after notice.

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16 3. *Nienstedt v. Wetzel*, 133 Ariz. 348 (App. 1982). Abuse of Process: Use of legal or  
17 procedural mechanisms for an improper collateral purpose.

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18 4. *Wells Fargo Bank v. Arizona Laborers*, 201 Ariz. 474 (2002). Civil Conspiracy:  
19 Agreement and overt acts in furtherance of an unlawful objective causing damage.

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#### 20 D. FEDERAL STATUTES AND CONSTITUTIONAL PROTECTIONS

21 The Fair Housing Act, 42 U.S.C. § 3617, prohibits interference, coercion, or intimidation of any  
22 person in the exercise or enjoyment of housing-related rights on the basis of protected  
23 characteristics. Defendants interfered with Plaintiff's rights by treating her differently than  
24 similarly situated white homeowners, obstructing essential repairs to her home, and retaliating for  
25 her complaints and legal filings.

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26  
27 1. The FIRST AMENDMENT ~~first Amendment~~ TO THE US CONSTITUTION  
28 (DUE PROCESS AND EQUAL PROTECTION) the U.S. Constitution Protects the  
right to petition the government and engage in protected speech. Retaliation for contacting

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1 agencies, filing actions, or seeking judicial relief violates these protections. See BE&K  
2 Constr. Co. v. NLRB, 536 U.S. 516 (2002). ~~protects Plaintiff's right to petition the~~  
3 ~~government for redress of grievances. Defendants violated this right by punishing Plaintiff~~  
4 ~~for contacting government agencies, filing court actions, and seeking judicial intervention,~~  
5 ~~including through cease and desist threats, "mail-only" restrictions, and abusive motions~~  
6 ~~to strike.~~

7  
8 **2. The FOURTEENTH AMENDMENT (DUE PROCESS ANAD EQUAL**

9 **PROTECTION)** ~~ourteenth Amendment guarantees due process and equal~~  
10 ~~protection. Requires notice, an opportunity to be heard, and equal application of rules~~  
11 ~~before deprivation of property interests. Arbitrary barriers, selective enforcement, and~~  
12 ~~misleading procedural tactics violate due process and equal protection. See Mathews v.~~  
13 ~~Eldridge, 424 U.S. 319 (1976). Defendants violated these guarantees by manipulating~~  
14 ~~process to deprive Plaintiff of substantive rights, selectively enforcing CC&Rs and rules,~~  
15 ~~blocking her access to records and meetings, imposing arbitrary and discriminatory~~  
16 ~~barriers not applied to other homeowners, and imposing excessive legal hurdles through~~  
17 ~~misleading procedural tactics.~~

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

24 **E. ANTI SLAPP / NOERR-PENNINGTON LIMITS**

25  
26 Arizona's anti-SLAPP statute and the Noerr-Pennington doctrine do not protect non-  
27 judicial administrative obstruction, misuse of enforcement mechanisms, or sham  
28 enforcement undertaken without probable validity and for retaliatory purposes. Conduct

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1 consisting of withholding forms and records, misrepresenting duties, escalating liens, and  
2 obstructing health-and-safety remediation falls outside protected petitioning. See *City of*  
3 *Columbia v. Omni Outdoor Advert., Inc.*, 499 U.S. 365 (1991);

4  
5 **F. APPLICATION TO THIS ACTION**

6 Defendants' acts and omissions, as pleaded, violate the foregoing statutes, constitutional  
7 protections, and common-law principles. These authorities collectively support Plaintiff's  
8 claims for declaratory and injunctive relief, compensatory and punitive damages, statutory  
9 remedies, and all other relief requested in the counts listed prior,

10  
11 **VII. INJURIES AND DAMAGES**

12 As a direct and proximate result of Defendants' actions and omissions, Plaintiff has  
13 suffered economic damages including, but not limited to, costs associated with attempted  
14 remediation and repairs, medical expenses, lost work or income, and out-of-pocket litigation and  
15 filing costs.

16 Plaintiff has suffered non-economic damages including emotional distress, anxiety, fear,  
17 sleep disturbance, humiliation, loss of peace and enjoyment of her home, and disruption of family  
18 life, particularly as her children experienced respiratory and mold-related health difficulties.

19 Plaintiff's property has suffered diminution in value due to prolonged mold and water  
20 intrusion and Defendants' refusal to timely approve necessary repairs.

21  
22 Plaintiff is entitled to statutory damages under applicable Arizona and federal statutes,  
23 including A.R.S. §§ 33-1805, 33-1817, 33-1806, and 42 U.S.C. § 3613(c), as well as punitive  
24 damages based on Defendants' reckless, malicious conduct and "evil mind" as shown by their  
25 continuing retaliation despite medical affidavits, governmental notices, TurboCourt confirmation,  
26 Plaintiff reversal, lien and release maneuvering, and judicial involvement.

27 Plaintiff is also entitled to recover reasonable attorneys' fees and costs should she retain  
28 counsel, under A.R.S. §§ 12-341.01, 33-1805, 33-1818, 44-1528, 42 U.S.C. § 3613(c), and other  
applicable law, together with pre and post-judgment interest. As a direct, proximate, and

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1 foreseeable result of Defendants' acts and omissions alleged in this Amended Complaint. Plaintiff  
2 Sandra Rodriguez has suffered and continues to suffer substantial injuries and damages. Each  
3 category of harm corresponds to specific causes of action pleaded herein.

4  
5  
6 **A. PERSONAL INJURY, HEALTH HARM, AND SAFETY RISKS**

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7 Defendants' obstruction of mandatory homeowner processes, refusal to provide  
8 architectural forms, and deliberate delays during a documented health emergency caused Plaintiff  
9 and her children to remain exposed to toxic mold, unsanitary conditions, animal waste  
10 contamination, and persistent noxious odors. This exposure resulted in physical symptoms,  
11 illness, heightened long-term health risks, and a foreseeable risk of further physical injury—  
12 particularly to minor children—during a period when timely remediation was both required and  
13 achievable.

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

18  
19 **B. SEVERE EMOTIONAL DISTRESS AND PSYCHOLOGICAL HARM**

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

26  
27 **C. PROPERTY DAMAGE AND LOSS OF PROPERTY RELATED RIGHTS**

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28 Defendants' refusal to provide required forms and their imposition of shifting,  
unsupported objections delayed necessary window and roof remediation, allowing water intrusion

1 and mold conditions to worsen. These delays caused avoidable structural damage and increased  
2 the scope and cost of repairs that would have been mitigated through timely compliance with the  
3 CC&Rs and statutory timelines.

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

#### 9 D. FINANCIAL AND ECONOMIC DAMAGES

10 As a result of Defendants' conduct, Plaintiff incurred substantial out-of-pocket expenses,  
11 including medical costs, remediation and mitigation expenses, professional consultations,  
12 emergency repairs, and increased replacement costs caused by delay-exacerbated damage.

13 Defendants' obstruction caused Plaintiff to lose eligibility for government mold-  
14 remediation assistance, resulting in direct financial loss and prolonged hazardous conditions.  
15 Plaintiff also incurred litigation-related expenses—including emergency motions, motions to  
16 compel, and responses to abusive filings—made necessary solely by Defendants' refusal to  
17 comply with mandatory statutory and contractual duties.

#### 20 E. RETALIATION, DISCRIMINATION, AND CIVIL RIGHTS INJURIES

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

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

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2 **F. ABUSE OF PROCESS AND CONSPIRATORIAL HARM**

3  
4 Defendants misused administrative, enforcement, and legal mechanisms—including  
5 architectural denials, lien threats, opposition to judicial relief, and law-enforcement escalation—  
6 not to resolve legitimate disputes, but to obstruct compliance, coerce delay, and retaliate against  
7 Plaintiff. Plaintiff incurred additional harm, expense, and emotional distress as a direct result of  
8 this coordinated misuse of process.

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10 **G. ONGOING AND PROSPECTIVE HARM**

11 Plaintiff continues to suffer harm from restricted access to Association systems,  
12 unresolved governance barriers, lingering health impacts, and the ongoing threat of retaliatory  
13 enforcement. Declaratory and injunctive relief are necessary to prevent future injury and to restore  
14 Plaintiff's statutory, contractual, and constitutional rights.

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17 **H. PUNITIVE DAMAGES**

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

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23 **I. CAUSATION**

24 *(All Counts)*

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

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1 **VIII. DEMAND FOR RELIEF**

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

5 **A. COMPENSATORY DAMAGES**

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

- 8
- 9 1. Personal injury and health-related damages, including physical symptoms, illness,  
10 increased health risks and medical expenses arising from prolonged mold exposure,  
11 unsanitary conditions, and unsafe living conditions caused or exacerbated by  
12 Defendants' obstruction and inaction;
  - 13 2. Emotional distress damages, including anxiety, fear, humiliation, loss of personal  
14 security, and interference with family stability resulting from Defendants' retaliatory,  
15 discriminatory, and abusive conduct;
  - 16 3. Property damage and remediation costs, including increased repair expenses and  
17 loss of remediation opportunities caused by delayed approvals, denial of access to  
18 required architectural processes, and worsening structural conditions;
  - 19 4. Economic losses, including loss of eligibility for government remediation assistance,  
20 out-of-pocket expenses, increased costs caused by delay, and other financial harms  
21 proximately caused by Defendants' conduct.
- 22

23 **B. CONTRACTUAL AND STATUTORY DAMAGES**

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24 Damages resulting from Defendants' breaches of the CC&Rs, Bylaws, and statutory  
25 duties under Arizona law, including damages for:

1. Failure to provide required records, ledgers, notices, agendas, and forms as mandated by A.R.S. § 33-1805 and the governing documents;
2. Failure to process architectural requests within statutory and contractual timeframes as required by A.R.S. § 33-1817;
3. Retaliation for Plaintiff's exercise of homeowner, governance, and reporting rights in violation of A.R.S. § 33-1806.

### C. DECLARATORY RELIEF

A declaration that:

1. Defendants violated Arizona homeowners' association statutes, including A.R.S. §§ 33-1805, 33-1806, and 33-1817;
2. Defendants breached the CC&Rs, Bylaws, and the implied covenant of good faith and fair dealing;
3. Any fines, penalties, administrative charges, late fees, collection costs, or lien-related enforcement asserted against Plaintiff during the relevant period are **invalid, void, and unenforceable** due to lack of statutory compliance, notice, due process, and good-faith administration.

### D. INJUNCTIVE RELIEF

Preliminary and permanent injunctive relief requiring Defendants to:

1. Provide Plaintiff with **full and equal access** to Association records, portals, architectural forms, meetings, notices, and governance processes;
2. **Cease retaliatory, discriminatory, and selective enforcement practices;**
3. Process architectural and other homeowner requests in **good faith and within statutory deadlines;**

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1 4. Refrain from obstructing health-and-safety remediation or invoking enforcement  
2 mechanisms absent full statutory and contractual compliance;

3 5. Maintain sanitary conditions and uniformly enforce pet, leash, and nuisance rules;

4  
5 6. Ensure Plaintiff's voting and governance participation rights on equal terms with  
6 other homeowners.

7 E. PUNITIVE AND EXEMPLARY DAMAGES

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

12 F. ATTORNEYS' FEES AND COSTS

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14 *(Where Authorized by Law)*

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

18 G. PRE- AND POST JUDGEMENT INTEREST

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

21 H. FURTHER RELIEF THE COURT FINDS NECESSARY

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

24  
25 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor  
26 and against all Defendants, jointly and severally, and award:

27 1. ~~[Inserted] Declaratory and injunctive relief requiring GGCA to:~~

28 a. ~~Comply with its CC&R maintenance and enforcement obligations;~~

1 b. ~~Implement uniform enforcement and remediation plans; and~~

2 e. ~~Accurately disclose maintenance expenditures and conditions.~~

3 ~~2. Compensatory damages in an amount to be proven at trial, including economic and~~  
4 ~~non-economic losses;~~

5 ~~3. Statutory damages as provided by Arizona and federal law;~~

6 ~~4. Punitive and exemplary damages sufficient to punish and deter Defendants' wrongful~~  
7 ~~conduct;~~

8 ~~5. Declaratory relief that Defendants' conduct violated A.R.S. Title 33, the Fair Housing~~  
9 ~~Act, and Plaintiff's constitutional rights;~~

10 ~~6. Injunctive relief requiring Defendants to:~~

11 a. ~~cease all retaliation, harassment, and abuse of process;~~

12 b. ~~rescind retaliatory violations and adverse actions;~~

13 c. ~~approve or re-evaluate Plaintiff's architectural requests in good faith and~~  
14 ~~consistent with A.R.S. § 33-1817;~~

15 d. ~~maintain sanitary conditions and uniformly enforce pet and leash rules;~~

16 e. ~~provide timely access to records, notices, agendas, and meetings as required by~~  
17 ~~A.R.S. § 33-1805 and governing documents; and~~

18 f. ~~ensure Plaintiff's voting and governance participation rights on equal terms with~~  
19 ~~other homeowners;~~

20 ~~7. Recoverable attorney's fees and other litigation costs as permitted by law;~~

21 ~~8. Pre- and post-judgment interest; and~~

22 ~~9. Such other and further relief as the Court deems just and proper.~~

23  
24  
25 Respectfully submitted this 510th day of ~~December~~ January 20265.

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28 Sandra Rodriguez

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IX. EXHIBITS (UPDATE)

1. Exhibit 1 —, Exhibit 3- Plaintiff's filing dated January 5, 2026, containing the Master Exhibit List in support of the Motion to Amend and the Proposed Redlined Amended Civil Complaint.

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