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15 **SUPERIOR COURT OF ARIZONA**  
16 **IN MARICOPA COUNTY**

17 STATE OF ARIZONA, *ex rel.* KRISTIN K.  
18 MAYES, Attorney General,

19 Plaintiff,

20 v.

21 PALO VERDE MOBILE HOME PARK,  
22 LLC, an Arizona limited liability company,  
23 d/b/a “Palo Verde MPH”

24 Defendant.

Case No.: CV2026-021001

**CONSENT JUDGMENT**

(Assigned to the Hon. Erik Thorson)

25 Plaintiff, the State of Arizona, *ex rel.* Kristin K. Mayes, Attorney General (the  
26 “State” or “Plaintiff”), filed a Complaint alleging violations of the Arizona Consumer  
27 Fraud Act, A.R.S. §§ 44-1521 to -1534 (the “ACFA”) against Palo Verde Mobile Home  
28 Park, LLC (“Defendant”). Defendant has waived service of the Complaint, has been  
advised of the right to a trial in this matter, and has waived the same. Defendant admits the  
jurisdiction of this Court over the subject matter and stipulates that this Court may enter  
the following Findings of Fact, Conclusions of Law, and Order, and acknowledges that this  
Court will retain jurisdiction for the purpose of enforcing this Consent Judgment.

1 Defendant has consented and stipulated to entry of this Consent Judgment to compromise  
2 and settle claims in connection with an investigation under the ACFA and not out of any  
3 admission of liability guilt, wrongdoing, violation, or sanction.

4 **PARTIES**

5 1. The State is authorized to bring this action pursuant to the ACFA.

6 2. Defendant is an Arizona limited liability company with its principal place of  
7 business in Tucson, Arizona. Defendant owns the property at issue in this case, Palo Verde  
8 Mobile Home Park, located at 3434 East Mossman Road, Tucson, Arizona 85706.

9 3. From at least 2023 to present, Defendant, advertised, marketed, distributed,  
10 or leased rental properties and/or lots, to consumers throughout Pima County and the State  
11 of Arizona.

12 **FINDINGS OF FACT**

13 4. Since 2023, the electrical system at Palo Verde Mobile Home Park (“Palo  
14 Verde” or the “Park”) has experienced regularly occurring electrical outages, which peak  
15 during the summer months. Last summer, starting June 2025, the Park’s electrical system  
16 began shutting down frequently, sometimes for hours on end.

17 5. After an investigation by Palo Verde the cause of these recurrent outages is  
18 a deteriorating electrical system that cannot keep up with the energy demands of the Park’s  
19 tenants to meet their current basic electrical needs during peak hours and during summer  
20 months.

21 6. Defendant failed to promptly inform tenants of the potential consequences of  
22 electric service stemming from the Park’s outdated electrical system. The Defendant  
23 further failed to inform actual and potential tenants about the electrical systems’ capacity,  
24 limitations, and reliability prior to entering into their lease or subsequently renewing a  
25 lease.

26 7. Similarly, Defendant failed to provide timely repairs and upgrades to the  
27 Park’s electrical system despite knowing about these frequent electrical outages, and the  
28 health and safety risks outages pose to tenants. The Defendant has cooperated with the

1 State and incurred significant expenses to repair the Park system as a condition of entering  
2 this Consent Judgment.

3 8. On August 14, 2025, after receiving multiple complaints, the State sent  
4 Defendant a Cease-and-Desist letter demanding the Park supply tenants with reliable and  
5 consistent electricity. On September 30, 2025, the State filed its Complaint against  
6 Defendant regarding the ACFA violations. Defendant thereafter cooperated in good faith  
7 with the State to work on a joint acceptable resolution to the electrical system issues.

8 9. Defendant has agreed to this consent judgment and to use monies that would  
9 otherwise be spent to litigate this matter to, instead, upgrade the electrical system to benefit  
10 the tenants at the Park.

### 11 CONCLUSIONS OF LAW

12 10. All events, acts and practices described in, and relevant to, this Consent  
13 Judgment took place in Pima County, Arizona.

14 11. This Court has jurisdiction over the Complaint and the parties necessary for  
15 the Court to enter this Consent Judgment and any orders hereafter appropriate pursuant to  
16 A.R.S. § 44-1528 and this Consent Judgment.

17 12. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

18 13. The Attorney General is authorized to settle this action pursuant to A.R.S.  
19 §§ 41-192(B)(4) and 44-1531.01.

20 14. This Court retains jurisdiction to adjudicate violations of this Consent  
21 Judgment pursuant to A.R.S. § 44-1532.

22 15. In its Complaint, the State alleges that this Defendant violated the ACFA by  
23 engaging in or directing others to engage in the actions described in paragraphs 4 through  
24 9 above.

25 16. Defendant acknowledges and takes responsibility for its actions, because it  
26 should have known that its conduct was in violation of A.R.S. § 44-1531(B).



- 1 d. Defendant must, at a minimum, ensure that the electrical system is safe and  
2 functioning consistently with all representations to tenants and potential  
3 tenants.
- 4 e. Defendant must provide a safety advisory to all tenants regarding the  
5 potential hazards associated with the electrical system and estimated timeline  
6 for repairs/replacements, including conspicuously posting a copy of the  
7 safety advisory at the Park.
- 8 f. Defendant must provide the State with advance written notice of a change in  
9 management or ownership of the Park and/or of Defendant at least 5 business  
10 days before such change takes place.
- 11 g. Defendant must, within 5 business days of the State's request, provide the  
12 State with copies of each form of lease agreement, including all exhibits and  
13 addenda, commonly used for the Park, including any future updates or  
14 changes to the standard lease form while this Consent Judgment is in place.
- 15 h. Unless completed before the entry of this Consent Judgement, with written  
16 documentation of the same delivered to the State, Defendant must employ a  
17 qualified, licensed professional to complete repairs and replacements to the  
18 Park's electrical system as determined by a qualified, licensed electrical  
19 engineer, no later than 30 days after entry of a Consent Judgement.
- 20 i. Defendant must cause a qualified professional to inspect the Park's electrical  
21 system's components and operation at least annually for five years after all  
22 remediation is completed.
- 23 j. Defendant must confirm completion of and provide supporting  
24 documentation for work approved by Tucson Electric Power regarding the  
25 30 units transferred to new TEP pedestals, and from Sovereign Electric (or  
26 any other service provider engaged in their stead) regarding all other  
27 remediation electrical work at the Park.
- 28

- 1 k. Defendant must adequately inform tenants about how to make maintenance  
2 requests and when such requests are necessary, and offer a means to do so  
3 24/7.
- 4 l. Defendant must offer statutorily required accommodations or relief for any  
5 failure to meet habitability standards due to electrical or other statutory  
6 habitability failings.
- 7 m. Defendant must not retaliate or give the impression of retaliation against any  
8 tenant or prospective tenant for such person making a reasonable claim,  
9 complaint, or maintenance request, nor for participating in the State's  
10 investigation or litigation against Defendant.
- 11 n. Defendant must not retaliate against, or otherwise cause retaliation against,  
12 a tenant who made modifications to their home's electrical system by issuing  
13 notices of violation, eviction, or non-renewal of leases. Defendant may  
14 inform tenants of a need to repair or replace components of their home's  
15 electrical system to meet health and safety requirements and a reasonable  
16 amount of time for tenant to complete such repairs or replacements.  
17 Defendant reserves its statutory rights to provide tenants with notice of  
18 violations, to evict and/or to not renew leases other than for the electrical  
19 system tenant concerns that are under Defendant's control as of and after the  
20 date of entry of this Consent Judgement.
- 21 o. Defendant agrees not to raise the existing tenant's rent or other fees for at  
22 least 2 years following entry of a Consent Judgement as a means to ensure  
23 no retaliation. However, if Defendant sells the Park to a bona fide third-party  
24 in an arm's length transaction, that buyer is not bound by this provision, nor  
25 is the State prohibited from taking independent action against any such third-  
26 party separately. The Defendant must inform any potential buyer of the  
27 existence of this Consent Judgment prior to closing a sale of the Park.
- 28

- 1 p. Defendant is prohibited from withholding any amount from a tenant's  
2 security deposit or otherwise charging a tenant for any costs or expenses,  
3 including for materials or labor for electrical system maintenance, electrical  
4 repairs, cleaning, electrical replacements, or electrical improvements  
5 attributable to any conditions that existed at the Park by no fault of such  
6 tenant.
- 7 q. Defendant must provide the State with all information related to electrical  
8 system repairs or replacements, including permits, agreements with licensed  
9 contractors, plans and specs for the electrical system design, and photos  
10 documenting each stage of the repair/replacement process.
- 11 r. Defendant must maintain all records, and cause all affiliates to maintain all  
12 records, related to all injunctive terms and restitution payments for no less  
13 than 6 years and must make the same available upon the State's written  
14 request. These records may be kept in electronic format, so long as they are  
15 in a form that can be made readily available in an accessible electronic format  
16 following a State's request.
- 17 s. Defendant must properly train all Park personnel consistent with the agreed  
18 upon injunctive terms within 30 days of entering the Consent Judgement and  
19 thereafter within 30 days of hiring any new Park personnel, and maintain  
20 records of the same in a readily available, readable format.

21 **PAYMENT TERMS**

22 20. Defendant is obligated to pay to the Attorney General \$210,000 before the  
23 filing of this Consent Judgment, and thereafter obligated to pay an additional \$585,000,  
24 subject to a full reduction or offset as provided in paragraph 22.

- 25 a. Pursuant to A.R.S. § 44-1528(A)(2), the Attorney General shall deposit  
26 \$130,000 into an interest-bearing consumer restitution subaccount of the  
27 Consumer Restitution and Remediation Revolving Fund to be distributed to  
28 eligible consumers by the Attorney General's Office, pursuant to A.R.S.

1 § 44-1531.02(B). The State will have sole discretion as to how and when  
2 restitution funds are distributed to consumers and the eligibility of any  
3 consumer to receive restitution.

4 b. Pursuant to A.R.S. § 44-1531(A), the Attorney General shall deposit  
5 \$640,000 in civil penalties (subject to the reduction provided in paragraph  
6 23) into the Consumer Protection-Consumer Fraud Revolving Fund  
7 pursuant to A.R.S. § 44-1531.01, to be used for the purposes set forth  
8 therein.

9 c. Pursuant to A.R.S. § 44-1534, the Attorney General shall deposit \$25,000  
10 in attorneys' fees and costs into the Consumer Protection-Consumer Fraud  
11 Revolving Fund pursuant to A.R.S. § 44-1531.01, to be used for the  
12 purposes set forth therein.

13 21. In the event the amount ordered as restitution herein is insufficient to  
14 provide full restitution to all eligible consumers, the restitution collected will be  
15 distributed by the State to eligible consumers on a pro rata basis. In the event that any  
16 portion of the restitution ordered herein is not distributed to eligible consumers, such  
17 portion will be deposited by the Attorney General's Office into the Consumer Protection-  
18 Consumer Fraud Revolving Fund, pursuant to A.R.S. § 44-1531.02(B), and used for the  
19 purposes specified in A.R.S. § 44-1531.01.

20 22. For each dollar Defendant spends on repairs to the electrical system that  
21 directly benefit or upgrade electrical service to tenants at the Park on or before December  
22 31, 2026, and in an amount not to exceed \$585,000, the State will forgo the collection of  
23 one dollar of the total civil penalties award. Such that if \$585,000 is spent to repair the  
24 Park's electrical system for the benefit of Park tenants, the Defendant will have only been  
25 obligated to directly pay the State \$55,000 in civil penalties before the filing of this  
26 Consent Judgment. The Defendant must provide the State with sufficient documentation  
27 evidencing payment for repairs to all third-party contractors, and of completion of such  
28 repairs, to receive the reduction in civil penalties otherwise directly due to the State by

1 January 29, 2027. All unpaid amounts not otherwise paid by January 29, 2027, are subject  
2 to accrual of interest at the rate of 9% per annum, compounded annually based on a 360-  
3 day year, until paid in full.

4 23. The payments required herein must be paid in the form of cashier's checks  
5 or money orders made payable to "The State of Arizona," or by wire transfer according to  
6 instructions supplied by the State. Payment must be delivered, or mailed and postmarked,  
7 to:

8 Consumer Protection and Advocacy Section  
9 The Office of the Arizona Attorney General  
10 2005 North Central Avenue  
11 Phoenix, Arizona 85004-1545  
12

13 24. Defendant agrees that the facts as alleged in the Complaint in this action and  
14 the Findings of Fact and Conclusions of Law in this Consent Judgment will be taken as  
15 true without further proof in any bankruptcy case or subsequent civil litigation pursued by  
16 the State to enforce its rights to any payment or money judgment pursuant to this Consent  
17 Judgment, including, but not limited to, a non-dischargeability complaint in any  
18 bankruptcy case.

19 25. Defendant stipulates by entering this Consent Judgment that the Findings of  
20 Fact and Conclusions of Law set forth herein establish all elements necessary to sustain  
21 an action by the State pursuant to Section 523(a)(2)(A) and Section 523(a)(7) of the  
22 Bankruptcy Code, 11 U.S.C. § 523(a), and that this Order will have res judicata and  
23 collateral estoppel effect for such purposes and proceedings to enforce payment,  
24 including, but not limited to, a non-dischargeability complaint filed in a bankruptcy  
25 proceeding, and Defendant waives any right to contest any of the allegations in the State's  
26 Complaint in any such proceedings to enforce payment.

27 26. Defendant warrants and represents that there is not any pending case,  
28 proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation,

1 dissolution, or recomposition of Defendant or its debts under any law relating to  
2 bankruptcy, insolvency, reorganization, or the relief of debtors, or seeking the  
3 appointment of a receiver, trustee, custodian, or other similar official for Defendant.  
4 Defendant further warrant and represent that they will not file, or cause to be filed, any  
5 such case, proceeding, or other action prior to 91 days after complete payment of all  
6 amounts due under this Consent Judgment. If Defendant does file or cause to be filed such  
7 a case, proceeding, or other action prior to the expiration of that time, then the State will  
8 have the right, at its sole discretion, to treat that as a material breach of this Consent  
9 Judgment, reopen proceedings, and proceed with this case as though this Consent  
10 Judgment had not been entered, provided that Defendant will be entitled to an offset for  
11 any amount Defendant already paid to the State under this Consent Judgment.

12 27. Defendant must provide the State with written notice within 15 days of  
13 Defendant filing or causing to be filed any case, proceeding, or other action seeking  
14 reorganization, arrangement, adjustment, liquidation, dissolution, or recomposition of  
15 Defendant or their debts under any law relating to bankruptcy, insolvency, reorganization,  
16 or the relief of debtors, or seeking the appointment of a receiver, trustee, custodian, or  
17 other similar official prior to complete payment of all amounts due under this Consent  
18 Judgment. If Defendant fails to provide the notice as required, the State may, at its sole  
19 discretion, accelerate the remaining payments due under this Consent Judgment. If the  
20 State chooses to accelerate the remaining payments, all amounts awarded under this  
21 Consent Judgment not previously paid to the State will become due and immediately  
22 payable in full to the State, including interest accrued from the date this Consent Judgment  
23 is entered by the Court.

#### 24 **MATERIAL BREACH**

25 28. In the event of a material breach of this Consent Judgment, in addition to all  
26 other remedies available under Arizona law and the penalties specifically provided under  
27 A.R.S. § 44-1532, the State may, in its sole discretion, reopen proceedings and continue  
28 with this case as though this Consent Judgment had not been entered, provided that

1 Defendant will be entitled to an offset for any amount actually paid to the State and as  
2 otherwise offset pursuant to paragraph 22.

3 **RELEASE**

4 29. The parties acknowledge by the execution hereof that this Consent  
5 Judgment constitutes a complete settlement of the allegations contained in this Consent  
6 Judgment, and the State agrees not to institute any civil action against the Defendant or  
7 their employees or agents for the violations of the ACFA described herein.  
8 Notwithstanding the foregoing, the State may institute an action or proceeding to enforce  
9 the terms and provisions of this Consent Judgment, take action based on future conduct  
10 by Defendant, take action based on past conduct not specified in this Consent Judgment,  
11 and/or institute an action or proceeding to prevent the discharge of any debt acquired  
12 through this Consent judgment.

13 **GENERAL PROVISIONS**

14 30. Nothing in this Consent Judgment will be construed as an approval by the  
15 Attorney General, the Court, the State of Arizona, or any agency thereof of Defendant's  
16 past, present, or future conduct. Defendant must not represent or imply that the Attorney  
17 General, the Court, the State of Arizona, or any agency thereof has approved or approves  
18 of any of Defendant's actions or any of Defendant's past, present or future business  
19 practices.

20 31. This Consent Judgment represents the entire agreement between the parties,  
21 and there are no representations, agreements, arrangements, or understandings, oral or  
22 written, between the parties relating to the subject matter of this Consent Judgment which  
23 are not fully expressed herein or attached hereto.

24 32. If any portion of this Consent Judgment is held invalid by operation of law,  
25 the remaining terms thereof will not be affected and will remain in full force and effect.

26 33. Jurisdiction is retained by this Court for the purpose of entertaining an  
27 application by the State for the enforcement of this Consent Judgment.

28 34. This Consent Judgment is the result of a compromise between the parties.

1 Only the State may seek enforcement of this Consent Judgment. Nothing herein is  
2 intended to create a private right of action by other parties.

3 35. This Consent Judgment does not limit the rights of any private party to  
4 pursue any remedies allowed by law.

5 36. The effective date of this Consent Judgment is the date that it is entered by  
6 the Court.

7 37. This Consent Judgment may be executed by the parties in counterparts and  
8 be delivered by facsimile or electronic transmission, or a copy thereof, such constituting  
9 an original counterpart hereof, all of which together will constitute one and the same  
10 document.

11 38. This Consent Judgment resolves all outstanding claims expressly identified  
12 in the Complaint as to Defendant. As no further matters remain pending, this is a final  
13 judgment entered pursuant to Ariz. R. Civ. P. 54(c).

14 DATED this \_\_\_\_\_ day of June, 2026.

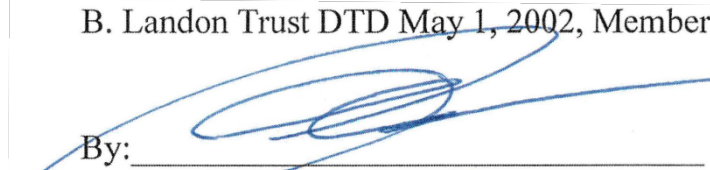
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16 \_\_\_\_\_  
17 JUDGE OF THE SUPERIOR COURT  
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1 DATED this 10th day of June, 2026.

2 PALO VERDE MOBILE HOME PARK, LLC, an Arizona  
3 limited liability company

4  
5 Trust FBO Wanda Beers Created Under  
6 B. Landon Trust DTD May 1, 2002, Member

7   
8 By: \_\_\_\_\_  
9 Bogutz & Gordon, PC, Trustee


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11  
12 Trust FBO Jeffrey R. Landon Created  
13 Under the Joel B. Landon Trust DTD  
14 May 1, 2002, Member

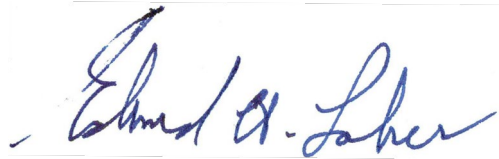
15  
16 By:  \_\_\_\_\_  
17 Jeffrey Landon, Trustee

18  
19 **APPROVED AS TO FORM AND CONTENT:**

20 **KRISTIN K. MAYES**  
21 **Attorney General**

**LABER & LABER**

22  
23   
24 By: \_\_\_\_\_  
25 Amanda Salvione  
26 Assistant Attorney General  
27 Attorney for the State of Arizona

  
\_\_\_\_\_  
Edward Laber  
Attorney for Defendant