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

13 STATE OF ARIZONA, ex rel. KRISTIN
14 K. MAYES, Attorney General,

15 Plaintiff,

16 v.

17 BUENAS COMMUNITIES, LLC, an
18 Arizona limited liability company, dba
19 "BUENAS ON 32ND," "BUENAS ON
20 INDIAN SCHOOL," and "SELECT
21 APARTMENT ENTERPRISES, LLC," an
22 Arizona limited liability company,

23 Defendant.

Case No: CV CV 2024-020657

**[VERIFIED] COMPLAINT FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, CIVIL
PENALTY JUDGMENT, AND OTHER
RELIEF**

22 Plaintiff, the State of Arizona, *ex rel.* Kristin K. Mayes, Attorney General, for its Complaint
23 alleges:

24 **OVERVIEW OF THE CASE**

25 1. All Arizona residents who enter into rental agreements with landlords implicitly
26 bargain for—and are, likewise, implicitly guaranteed—rental accommodations that meet the

1 minimal standards for habitability established by Arizona law. When an Arizona landlord fails to
2 notify potential tenants of their rental property's non-compliance with Arizona law, or when they
3 mislead consumers about their willingness to make the repairs necessary to come into compliance,
4 then they have misled and deceived consumers about the implied-bargained-for-benefits of their
5 agreement.

6 2. These principles are at the heart of the current matter: Defendant has, for years,
7 willfully refused to provide habitable accommodations to its residents, and has left them—for
8 months at a time—without functioning air conditioning, in life-threatening heat.

9 3. Buenas Communities, LLC ("Buenas Communities" or the "Defendant"), is a
10 corporate landlord that owns and operates the apartment complex located at 3222 West Indian
11 School Road, Phoenix, Arizona 85017. This property is commonly referred to as "Buenas On
12 32nd" or f/k/a "Select Apartment Enterprises, LLC," or a/k/a "Buenas On Indian School"
13 (collectively referred to as the "Complex"). The Complex is one of a few in the Valley accepting
14 various housing assistance programs, often to particularly vulnerable populations of Arizona
15 residents.

16 4. The Complex is uninhabitable, as the law defines that term. Most units have
17 windows barely boarded up with a thin piece of plywood backed by duct tape. Water leaks, broken
18 glass, unsecure mailboxes, prior fire damage, loose stairs and wobbly railings are prevalent
19 throughout the Complex. Walkways, connecting a portion of the Complex's northern three-story
20 dilapidated buildings, dip downward, on the verge of collapse. Mattresses, allegedly thrown out
21 because of rampant bed bug infestations, are strewn about the Complex and litter the trash areas.
22 Putrid green, still water fills the unusable swimming pool. The courts and playground are in dire
23 need of repair. Defendant's repeated failures to comply with the law have left the property in a
24 years-long rundown state.

25 5. Since 2016, Defendant has received eighteen (18) separate City of Phoenix code
26 violations related to inadequate cooling and ventilation of apartments, and a staggering one-

1 hundred five (105) additional code violations dealing with the building’s crumbling infrastructure,
2 derelict plumbing, unsafe walkways, and pest infestations. Tenants often lack sufficient means to
3 seek legal action against the Complex for its myriad city code violations and deceptive practices.

4 6. From approximately June 7, 2024, through the date of the filing of this Complaint,
5 Defendant left Complex residents without proper air conditioning—a particularly dangerous act
6 given the unique sensitivities of its residents and record-breaking heat in Phoenix.

7 7. June 2024 broke the record for the hottest June ever documented in Phoenix, with
8 temperatures often reaching above 110 degrees Fahrenheit¹, and low temperatures offering little
9 reprieve, often peaking at over 90 degrees.² July 2024 was also exceptionally brutal, and July 21,
10 2024, was the hottest day ever recorded on planet Earth.³

11 8. Because of Defendant’s willful neglect of the Buenas Communities’ Complex, its
12 residents were forced to endure, and continue to endure, these sweltering, record-breaking,
13 extreme temperatures without proper air conditioning for far too long.

14 9. In July of 2024, after numerous news reports detailing Defendant’s misconduct were
15 publicized, Defendant installed temporary chillers in the Complex. These corrections only work
16 intermittently, and air conditioning has yet to be restored to the Complex.

17 10. Worse, for some residents, this life-threatening hazard was (and continues to be)
18 exacerbated by the Complex’s defective plumbing, which deprives them of easy access to their
19 shower or bathtub, and leaves them without readily-available, effective options to cool down with

21 ¹ “Phoenix Sees Hottest June in Over 100 Years,” 12News, July 1, 2024, available at:
22 <https://www.12news.com/article/weather/heat/phoenix-records-hottest-summer-in-recorded-history/75-4dc7f2f8-db54-4bf2-95de-4ef3609e81fb#:~:text=Here%20are%20the%20top%20contenders,2021%2C%20average%20temperature%3A%2095.3%20degrees.>

24 ² “Phoenix Likely to Hit Warmest-Ever Low Temp for June,” Arizona’s Family, June 27, 2024,
available at: <https://www.azfamily.com/2024/06/27/phoenix-likely-hit-warmest-ever-low-temp-june/>.

25 ³ “Sunday Was the Hottest Day Ever Recorded on Earth, Scientists Say,” Washington Post, July 23,
26 2014, available at: <https://www.washingtonpost.com/climate-environment/2024/07/23/hottest-day-ever-recorded-climate-change/>.

1 water. Even the broken and improperly boarded windows fail to provide insulation from the cruel
2 heat outside.

3 11. Defendant’s continued refusal to make the repairs necessary to solve the Complex’s
4 habitability issues places its tenants at serious risk of death and/or severe illness. At least one
5 Complex resident has already been hospitalized for heat exhaustion caused by what her doctors
6 aptly describe as “unsatisfactory housing.”⁴

7 12. This deplorable conduct violates the Arizona Consumer Fraud Act,
8 A.R.S. § 44-1521, *et seq.*, the Arizona Residential Landlord and Tenant Act (“ARLTA”), A.R.S.
9 § 33-1301, *et seq.*, and numerous City of Phoenix codes designed to protect the health, safety, and
10 welfare of our community.

11 13. For these reasons, the State respectfully requests this Court intervene to safeguard
12 the rights and lives of Buenas Communities’ tenants at the Complex.

13 **JURISDICTION AND VENUE**

14 14. The Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534 (the “ACFA”)
15 authorizes the State to bring this action and this Court has jurisdiction to enter appropriate orders
16 both prior to and following a determination of liability pursuant to A.R.S. § 44-1528.

17 15. This Court has subject matter jurisdiction pursuant to A.R.S. § 12-123.

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

19 17. The Court has personal jurisdiction over the Defendant because it is an Arizona
20 corporation that (1) transacts business in Arizona; (2) is admitted to conduct business in Arizona;
21 (3) maintains substantial contacts in Arizona; and (4) committed violations of Arizona statutes in
22 whole or in part within the State of Arizona. This action arises out of and relates to the Defendant’s
23 contacts with this forum.

24 _____
25 ⁴ “Phoenix Apartment Complex Without A/C For More Than a Month, Wait Time for New Chiller
26 is 20 Weeks,” Arizona’s Family, July 17, 2024, available at:
<https://www.azfamily.com/2024/07/18/phoenix-apartment-complex-without-ac-more-than-month-wait-time-new-chiller-is-20-weeks/>.

1 **PARTIES**

2 18. Plaintiff is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General of
3 Arizona (the “State” or “Plaintiff”), who is authorized to bring this action pursuant to the ACFA.

4 19. Buenas Communities, LLC, is a limited liability company formed in Arizona with
5 its principal place of business located in Phoenix, Arizona.

6 20. Upon information and belief, Buenas Communities owns, operates, and manages
7 eighteen different apartment complexes located across Maricopa and Pima Counties, including
8 the Complex in Phoenix, Arizona.

9 **FACTUAL BACKGROUND**

10 21. Buenas Communities is a middle-market, predatory corporate landlord.

11 22. At all times relevant to this Complaint, acting alone or in concert with others,
12 Buenas Communities has advertised, marketed, distributed, or leased rental properties, including
13 the Complex, to consumers throughout Maricopa County and the State of Arizona.

14 23. The Complex is one of a handful of apartment complexes in Maricopa County that
15 accepts Section 8 housing vouchers, housing assistance such as through HOM Inc., and other
16 forms of state housing assistance. For this reason, a large portion of residents are members of
17 particularly vulnerable populations—the elderly, individuals with physical and mental disabilities,
18 and individuals on low or fixed incomes, including families with children and pets.

19 24. Since 2016, Defendant has received no less than one-hundred twenty-three (123)
20 separate code violations from the City of Phoenix for inadequate cooling and ventilation of
21 apartments, crumbling infrastructure, derelict plumbing, unsafe walkways, and pest infestations.

22 25. These failures, on their own, are disturbing. But they are not the end of Defendant’s
23 gross misconduct. The Complex also deceptively misrepresents and omits these significant risks
24 to tenants and potential tenants. The Complex has actively attempted to suppress tenants’
25 legitimate concerns by cancelling (or threatening to cancel) the lease renewals of those who speak
26

1 out, and threatening others with potential fines, evictions, and/or other forms of blatantly illegal
2 retaliation. Each of these acts will be discussed in turn.

3 ***Defendant Fails to Provide Air Conditioning to Tenants***

4 26. In June and July 2024, the Phoenix area experienced a brutal heat wave, with daily
5 temperatures often creeping above 110 °Fahrenheit. Long-term exposure to such scorching heat,
6 with an inability to cool down, is a well-known potentially fatal health and safety hazard.

7 27. In fact, in 2023, Maricopa County reported 645 heat-related deaths,⁵ and 2024 is
8 expected to be even deadlier, with the Maricopa County Department of Public Health already
9 investigating 162 deaths that are believed to be heat related; nearly double the rate at this time in
10 2023. At least two of those deaths involved individuals who were indoors with nonfunctioning air
11 conditioners.⁶

12 28. Because of the life-threatening risk to health posed by extreme heat, the Arizona
13 Resident Landlord Tenant Act (“ARLTA”), A.R.S. § 33-1301, *et seq.*, and many municipalities,
14 including the City of Phoenix, mandate that landlords provide air conditioning to consumers.

15 29. Phoenix City Code requires that all habitable rooms remain at or below 82°
16 Fahrenheit when using a central air system.⁷

17 30. In early June 2024, the Complex’s main air conditioning system broke down,
18 leaving between 110 and 400 units without access to the Complex’s central air conditioning
19 system.

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21 ⁵ “645 People Died Due to Heat in Metro Phoenix in 2023. Here’s What Is Changing This Year,”
22 AZ Central, March 15, 2024, available at:
[https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-](https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-county/72980594007/)
[county/72980594007/.](https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-county/72980594007/)

23 ⁶ “13 Heat-Related Deaths confirmed, 162 Other Cases Under Investigation In Maricopa County,”
24 Arizona’s Family, July 2, 2024, available at:
[https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-](https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-county/72980594007/)
[county/72980594007/.](https://www.azcentral.com/story/news/local/phoenix/2024/03/15/heat-deaths-maricopa-county/72980594007/)

25 ⁷ Phoenix Municipal Code, Art. II, Chapter 39 § 5 (B)(1)(b), available at:
26 [https://phoenix.municipal.codes/CC/39-5.](https://phoenix.municipal.codes/CC/39-5)

1 31. Although some residents received temporary wall units within days, many went
2 *weeks* without *any* accommodations.

3 32. “It was like you’re living in an oven,” one resident complained. “I would go
4 everywhere just to be cool. I didn’t want to come home.”⁸

5 33. For those tenants who were provided wall units—whether immediately or weeks
6 later—this temporary fix turned out to be woefully inadequate.

7 34. For example, the Complex provided two window units to one resident to cool her
8 one-bedroom apartment. However, the resident cannot run both units at the same time without
9 causing the electricity in her unit to go out. So, she is forced to choose which unit to use, based
10 on where she is in the apartment during particular times of day. And the temperature in her home
11 still reaches 89 degrees, an amount in excess of Phoenix Municipal Code requirements.⁹

12 35. Another resident complained to the Attorney General’s Office that even with the
13 temporary wall unit installed, he is “sweating [by] 9 am.” “The small window air conditioner is
14 not as good as the air conditioning system I previously had in my apartment,” he notes.

15 36. For another resident, maintenance set her temporary wall unit to cool the apartment
16 only to 87 degrees. Because of this, temperatures in her apartment range from 83-95 degrees,
17 depending on the time of day.

18 37. This summer, resident complaints prompted a City of Phoenix investigation, which
19 found that temperatures inside many units using the central air conditioning system exceeded the
20 82-degree maximum for habitability.

21 38. As of the date of this filing, the air conditioning at the Complex has yet to be restored
22 completely. Although a temporary “chiller” was installed in the last week of July 2024, many
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25 ⁸ “‘Living in an Oven’: This Phoenix Landlord Left Tenants Without AC,” Phoenix New Times,
26 July 29, 2024, available at: <https://www.phoenixnewtimes.com/news/phoenix-apartment-tenants-coped-without-air-conditioning-19557030>.

⁹ *See supra*, n. 7.

1 residents have complained about the air conditioning being intermittent, and the air conditioning
2 in one building remains inoperable.

3 39. A temporary fix through window units or provisional chillers that fail to comply
4 with the minimum standards established by the City of Phoenix is not a solution to Defendant's
5 failure to provide the central air system consumers bargained for when moving into the Complex.
6 This and similar air conditioning issues have become a recurring issue and consistent pattern for
7 Buenas Communities. As one five-year resident of the Complex told the Attorney General's
8 Office: "Every year the air conditioning in my apartment and my neighbor's apartment has gone
9 down and failed."

10 *Complex Faces Numerous Other Habitability Issues*

11 40. In addition to the habitual lack of adequate air conditioning, the Complex faces
12 numerous other, serious habitability issues, many of which exacerbate the dangers posed by
13 extreme heat.

14 41. To start, many of the residents' "windows" are simply pieces of plywood attached
15 to the building with duct tape. The inadequate materials and slipshod installation provide poor
16 insulation from the summer heat and further diminish residents' abilities to properly cool their
17 homes.

18 42. Next, some residents do not readily have access to baths and showers in their homes
19 because of the Complex's faulty plumbing. These residents' baths will not drain and are filled
20 with wholly unsanitary, standing water. The lack of access to a bath or shower means these
21 residents remain unable to cool off when their units get too hot and may struggle to maintain
22 adequate hygiene.

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1 43. Finally, some residents have stopped using their homes in standard ways to
2 minimize heat – for example, one resident noted that she “spent extra money on dining out because
3 cooking [only makes] her apartment hotter.”¹⁰

4 44. Other issues, like a rampant bed bug infestation and the apartment’s crumbling
5 infrastructure—including unsteady stairways, railings, and caving-in walkways—pose additional
6 health and safety hazards to residents.

7 45. Even a brief walk around the Complex enables views of dripping water, broken
8 doors, unsecure mailboxes, and past fire damage—none of which is disclosed anywhere on the
9 Complex’s website, nor in the flyer advertisement for the unit.¹¹

10 ***Defendant Misrepresents the Habitability of Its Apartments, the Complex’s Responsiveness to***
11 ***Repair Requests, and Fines/Fees Charged to Residents***

12 46. In addition to refusing to provide habitable living conditions, Defendant grossly
13 misrepresents the state of the Complex and its own ability to make repairs to consumers.

14 47. On its website, the Complex states that it’s “mission is to provide *safe, comfortable,*
15 *and affordable apartment rentals*” and that its “team of knowledgeable and friendly professionals
16 are dedicated to providing exceptional customer service.” Nowhere on its website does the
17 Complex indicate a lack of air conditioning, or issues with its central air conditioning system. Nor
18 does the Complex notify potential tenants of the numerous other habitability problems that plague
19 its apartments.¹²

24 ¹⁰ “Living in an Oven’: This Phoenix Landlord Left Tenants Without AC,” Phoenix New Times,
25 July 29, 2024, available at: [https://www.phoenixnewtimes.com/news/phoenix-apartment-tenants-coped-
without-air-conditioning-19557030](https://www.phoenixnewtimes.com/news/phoenix-apartment-tenants-coped-without-air-conditioning-19557030).

26 ¹¹ **Ex. 1**, Complex Flyer Advertisement for new tenants.

¹² Complex website: <https://buenasonindianschool.com/>

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WELCOME TO BUENAS ON 32ND



OUR MISSION

At Buenas On 32nd, our mission is to provide safe, comfortable, and affordable apartment rentals for families and individuals. We strive to make the rental process as easy and stress-free as possible, and we are committed to maintaining a high standard of customer satisfaction. We are a Pet-Friendly community, your furry friends will



OUR COMMUNITY

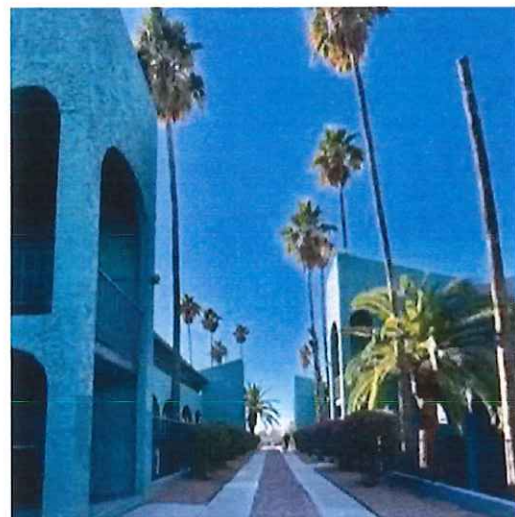
Our team of knowledgeable and friendly professionals are dedicated to providing exceptional customer service. We are available to assist you with all aspects of the rental process, from finding the right unit to handling maintenance requests.



WHAT MAKES US DIFFERENT?

We offer a range of apartment homes to suit a variety of needs and budgets. From cozy one-bedroom apartments to spacious multi-bedroom units, we have something for everyone. We are conveniently located within walking distance of shopping and entertainment!

1 48. The photographs of the Complex posted on Defendant’s website are also grossly
2 misleading as they fail to depict the typical appearance of the rental units and facilities at the
3 Complex. Below are the photographs displayed:¹³

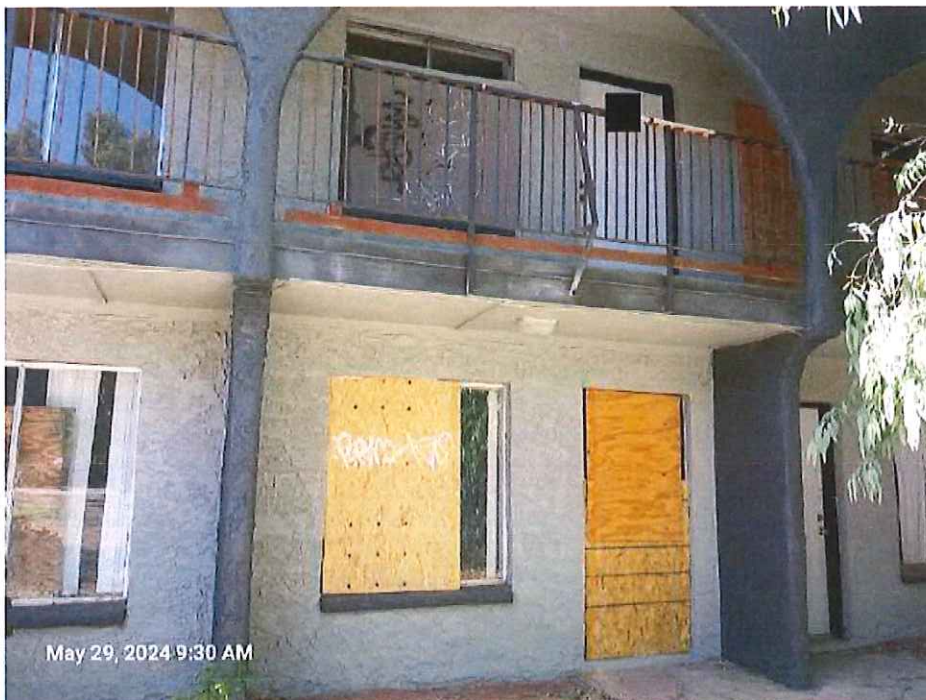


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¹³ <https://buenasonindianschool.com/>, last accessed July 31, 2024.

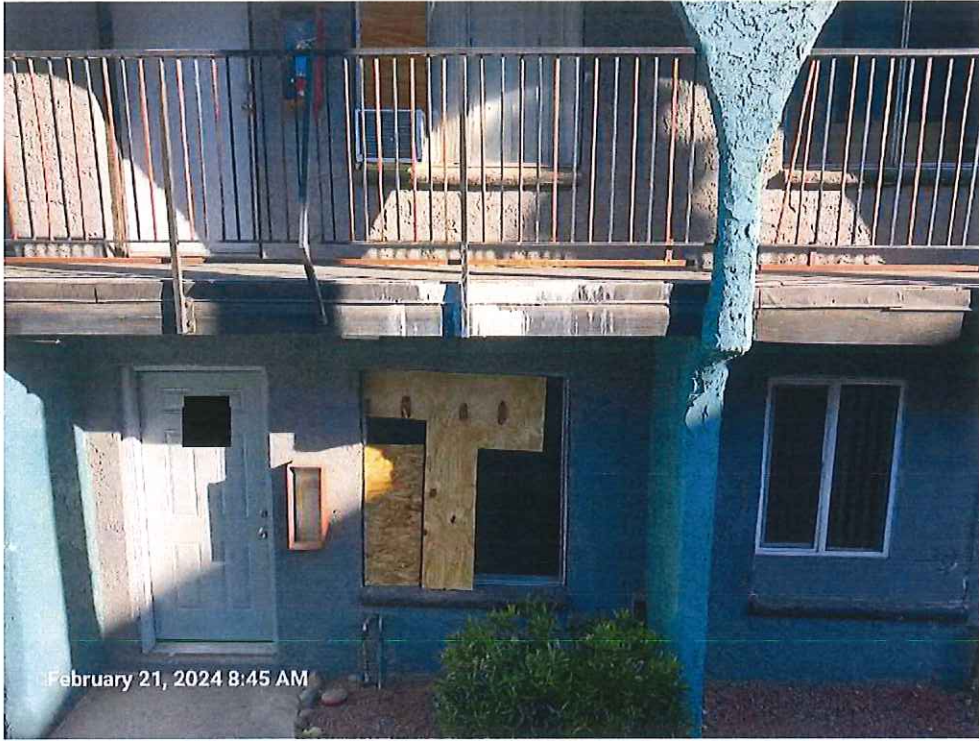


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11 49. These photographs dishonestly depict a clean, well-maintained Complex. They do
12 not show any boarded-up windows or buildings with significant structural damage, which is far
13 from the reality on-the-ground. Below are a representative sample of photographs that depict
14 the *actual* conditions of the property:

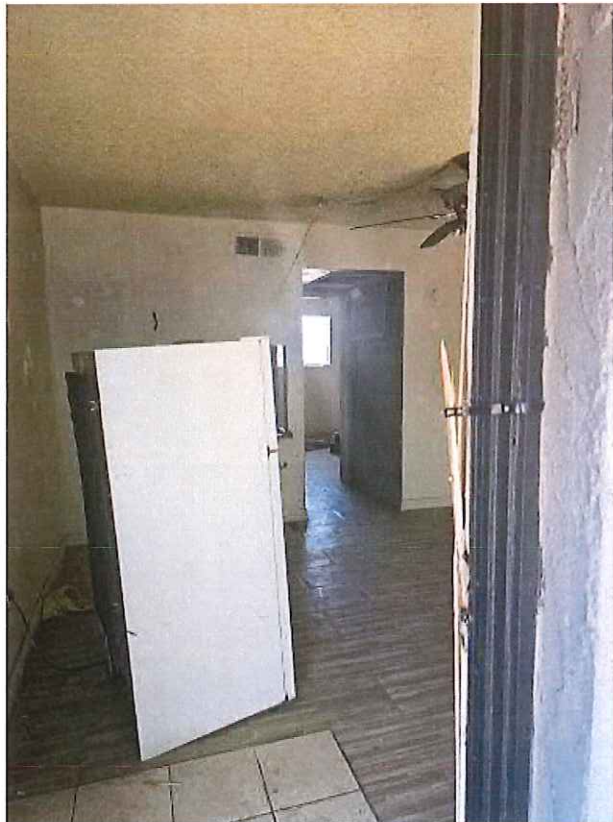


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50. Moreover, in a brochure, passed out to potential residents, the Complex boasts its “24/7 Maintenance” as a selling point—a claim that is deceptively false.¹⁴

¹⁴ **Exhibit 1.**

1 *Defendant Retaliates Against Tenants*

2 51. To avoid accountability, the Complex actively attempts to suppress tenants'
3 legitimate concerns through intimidation and retaliation.

4 52. For example, after two residents complained to local news media about the
5 property's lack of air conditioning, the Complex's previous manager contacted them to threaten
6 those tenants with eviction.

7 53. Shortly after, the residents received an email from the Complex management staff
8 informing them that their lease renewal had been cancelled. The Complex provided the
9 whistleblowers no reason for the cancellation, but did agree to reinstate the lease only after the
10 Attorney General contacted Complex management.

11 54. Other residents echoed fears of eviction if they speak out. These threats are
12 exceptionally serious to residents who utilize forms of state assistance, as they remain fearful of
13 being left without alternative housing should the Complex decide to initiate punitive proceedings
14 against them.

15 **COUNT I**

16 **Deceptive Misrepresentations and Omissions in Violation of**
17 **the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534**

18 55. The State realleges all prior allegations of this Complaint as though fully set forth
19 herein.

20 56. The conduct described in the preceding paragraphs of this Complaint constitutes
21 deceptive acts, unfair acts or practices, fraud, false pretenses, false promises, misrepresentations,
22 or concealment, suppression or omission of material facts with intent that others rely on such
23 concealment, suppression or omission, in connection with the sale or advertisement of
24 merchandise in violation of A.R.S. §§ 44-1521 to 44-1534.

25 57. Defendant engaged in deceptive acts and practices by routinely concealing,
26 suppressing, or omitting the material facts from potential tenants with the intent that consumer

1 rely thereon, including, but not limited to, failing to disclose in its advertisements and
2 representations at the time of renting its units:

- 3 a. that the units within the Complex breached the implied covenant of habitability;
- 4 b. that the units within the Complex lacked adequate and consistent air conditioning;
- 5 c. that the units within the Complex contained black mold;
- 6 d. that the units within the Complex contained faulty plumbing;
- 7 e. that the units within the Complex were infested with bed bugs; and
- 8 f. that Defendant would not maintain the residential units, and would instead allow
9 them to fall into disrepair, creating uninhabitable and often unsafe conditions for
10 residents.

11 58. Defendant engaged in deceptive acts and practices in connection with the
12 advertisements of its rental units including, but not limited to:

- 13 a. falsely stating that Complex units would come with functioning air conditioning and
14 utilities; and
- 15 b. falsely implying that Complex units would come with functioning air conditioning
16 and utilities through representations that the Complex units were “safe” and
17 “comfortable” apartments and by posting misleading photographs on its website that
18 do not accurately depict the state of the Complex or its apartment units. claiming
19 to provide “exceptional customer service.”

20 59. Defendant engaged in unfair business acts and practices in connection with the sale
21 and advertisement of rental units in violation of the ACFA by:

- 22 a. by contracting with residents and then failing to provide habitable living conditions
23 to its residents in violation of ARLTA and established public policy¹⁵;

24 _____
25 ¹⁵ Section 5 of the Federal Trade Commission (“FTC”) Act prohibits “unfair or deceptive acts or
26 practices in or affecting commerce.” 15 U.S.C. § 45(a)(1). Clarification states that a practice is “unfair”
within the meaning of the FTC Act when it offends established public policy—like landlord tenant acts—

- 1 b. by failing to make emergency repairs in a timely manner, in violation of ARLTA
2 and established public policy;
- 3 c. by engaging in conduct that was immoral, unethical, oppressive, unscrupulous, and
4 substantially injurious to consumers; and
- 5 d. by unlawfully retaliating against its residents for participating in an ongoing
6 government investigation and/or engaging in other forms of protected conduct.

7 60. While engaging in the acts and practices alleged in this Complaint, Defendant knew
8 or should have known that its conduct was of the nature prohibited by A.R.S. § 44-1522,
9 subjecting itself to enforcement and penalties as provided in A.R.S. § 44-1531(A).

10 61. With respect to the unfair acts and practices described above, these acts and
11 practices caused or were likely to cause substantial injuries to consumers that were not reasonably
12 avoidable by consumers and were not outweighed by countervailing benefits to consumers or to
13 competition.

14 CONSUMER INJURY

15 62. Consumers are suffering, have suffered, and will continue to suffer substantial
16 injury as a result of Defendant's violations, including, but not limited to:

- 17 a. Increased risk of serious illness or death due to heat exhaustion and/or heat-related
18 illnesses due to a lack of proper housing and functional air conditioning;
- 19 b. Increased risk of serious illness or death due to exposure to black mold;
- 20 c. Increased risk of serious illness or death due to faulty plumbing and lack of access
21 to potable water;
- 22 d. Increased risk of serious injury or death due to broken stairs and railings;

23
24 and when the practice is otherwise immoral, unethical, oppressive, unscrupulous or substantially injurious
25 to consumers. *See F.T.C. v. Sperry & Hutchinson Co.*, 405 U.S. 233, 244, n.5 (1972); *see also Love v.*
26 *Pressley*, 34 N.C. App. 503, 517, 239 S.E.2d 574, 583 (N.C. 1977) (landlord's violation of laws protecting
residents constituted unfair or deceptive acts or practices within the meaning of North Carolina's
consumer fraud act). Arizona follows FTC guidance on the application of consumer fraud statutes. *See*
A.R.S. § 44-1522(C).

- 1 e. Increased risk of serious illness or injury due to exposure to bed bugs and other
2 parasitic infestations;
- 3 f. Inability to enjoy the habitability of a tenant's home as bargained for when renting
4 from the Complex, while continuing to pay for the same without offset;
- 5 g. Monetary damages in the form of excess rent and fines, medical bills, loss of
6 furniture or other personal items, and the costs of purchasing their own air
7 conditioning units;

8 63. Absent injunctive relief by this Court, Defendant is likely to continue to injure
9 consumers and harm the public interest.

10 **PRAYER FOR RELIEF**

11 Wherefore, the State of Arizona requests that the Court:

- 12 A. Enter a permanent injunction to prevent future violations of the Arizona Consumer
13 Fraud Act by Defendant pursuant to A.R.S. § 44-1528(A);
- 14 B. Enter a permanent injunction to prevent future violations of the Arizona Residential
15 Landlord Tenant Act pursuant to A.R.S. § 44-1528(A);
- 16 C. Enter a permanent injunction barring Defendant from renting real property to
17 Arizona consumers pursuant to A.R.S. § 44-1528(A)(4);
- 18 D. Award consumer restitution and disgorgement pursuant to
19 A.R.S. § 44-1528(A)(2) - (3);
- 20 E. Award civil penalties of up to \$10,000 per willful violation of the ACFA pursuant
21 to A.R.S. § 44-1531;
- 22 F. Award the State its costs and fees pursuant to A.R.S. § 44-1534; and
- 23 G. Award any additional relief as the Court determines to be just and proper.
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Dated: August 2, 2024

Respectfully submitted,

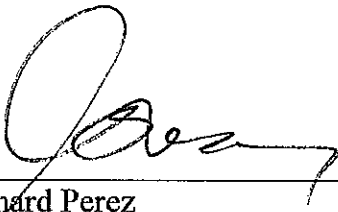
KRISTIN K. MAYES
Attorney General

By: /s/ Heather Hamel
Heather Hamel
Amanda Salvione
Assistants Attorneys General
Attorneys for Plaintiff State of Arizona

VERIFICATION

I, Richard Perez, have read the foregoing [VERIFIED] COMPLAINT FOR INJUNCTION, MONETARY JUDGMENT, CIVIL PENALTY JUDGMENT, AND OTHER RELIEF and know the contents thereof by personal knowledge. I know the allegations of the Verified Complaint to be true, except the matters stated therein on information and belief, which I believe to be true. I verify under penalty of perjury that the foregoing is true and corrected. I am a special agent with the Arizona Attorney General's Office and in that capacity, I am authorized to make this verification.

Executed on August 2, 2024.


/s/
Richard Perez
Special Agent

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1 **CERTIFICATE OF SERVICE**

2 **COPY** of the foregoing sent via email and
3 Certified Mail this 2nd day of August, 2024 to:

4 *Attorneys for Defendant*

5 Hull, Holliday & Holliday
6 Attn: Denise Holliday, Esq
7 7000 North 16th Street, Suite 120#484
8 Phoenix, AZ 85020

9 By: Y. Martinez

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EXHIBIT 1

BUENAS ON INDIAN SCHOOL Price Sheet

**APPLY
NOW**

REFERRAL
PROGRAM

(602) 242-8828

3222 W INDIAN SCHOOL ROAD
PHOENIX, AZ 85017

[HTTPS://BUENASONINDIANSCHOOL.COM/](https://BUENASONINDIANSCHOOL.COM/)

<p>Studio</p> <p>\$ 9 2 0</p> <p>312 SQUARE FEET</p> <p>ALL UTILITIES INCLUDED</p> <p>TAX(2.3%)-\$21.16</p> <p>TOTAL PER MONTH- \$ 941.16</p>	<p>One Bedroom</p> <p>\$ 1 , 0 2 5</p> <p>476 SQUARE FEET</p> <p>ALL UTILITIES INCLUDED</p> <p>TAX(2.3%)-\$23.57</p> <p>TOTAL PER MONTH- \$ 1,048.57</p>	<p>QUALIFICATIONS</p> <p>YOU MUST EARN 2.5 TIMES THE BASE RENT. BACKGROUND AND CREDIT CHECK IS REQUIRED. MINIMUM \$100,00 LIABILITY INSURANCE IS REQUIRED UPON MOVE IN, OR ASK ABOUT OUR INSURANCE LIABILITY WAIVER FOR AN ADDITIONAL \$15 PER MONTH</p>
<p>Casita One Bedroom</p> <p>\$ 1 , 1 3 5</p> <p>511 SQUARE FEET</p> <p>ALL UTILITIES INCLUDED</p> <p>TAX(2.3%)-\$26.10</p> <p>TOTAL PER MONTH- \$ 1,161.10</p>		
<p>AMENITIES</p> <p>SPARKLING POOL</p> <p>PARK & BASKETBALL COURT</p> <p>ON-SITE LAUNDRY ROOM</p> <p>24/7 MAINTENANCE</p> <p>ONLINE RESIDENT PORTAL</p>	<p>FEES & DEPOSITS</p> <p>APPLICATION FEE:\$50 PER PERSON (NON-REFUNDABLE)</p> <p>SECURITY DEPOSIT: \$350 (COULD VARY UP TO FIRST MONTH'S RENT)</p> <p>ADMIN FEE: \$250 (NON-REFUNDABLE)</p> <p>PET FEE: \$300 (NON-REFUNDABLE)</p> <p>PET RENT: \$35 PER PET/ PER MONTH</p>	