

1 **KRISTIN K. MAYES**
2 **ATTORNEY GENERAL**
3 (Firm State Bar No. 14000)
4 Heather Hamel Bar No. 031734
5 Amanda Salvione Bar No. 032136
6 Martin J. Coleman Bar No. 033704
7 **OFFICE OF THE ATTORNEY GENERAL**
8 2005 North Central Avenue
9 Phoenix, AZ 85004
10 Telephone: (602) 542-3725
11 Facsimile: (602) 542-4377
12 Heather.Hamel@azag.gov
13 Martin.Coleman@azag.gov
14 Amanda.Salvione@azag.gov
15 consumer@azag.gov
16 *Attorneys for State of Arizona*

17
18 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
19 **IN AND FOR THE COUNTY OF MARICOPA**

20 STATE OF ARIZONA, ex rel. KRISTIN
21 K. MAYES, Attorney General,

22 Plaintiff,

23 v.

24 SEDONA SPRINGS AZ LLC, a Delaware
25 limited liability company, dba "Sedona
26 Springs Apartments,"

SIENNA RIDGE AZ LLC, a Delaware
limited liability company, dba "Sienna
Ridge Apartments,"

SUMMIT RIDGE AZ LLC, a Delaware
limited liability company, dba "Summit
Ridge Apartments,"

DMR SEDONA SPRINGS AZ LLC, a
Delaware limited liability company,

Case No: **CV2026-033033**

**APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

(Hon. _____)

1 DMR TUCSON 1166 LLC, a Delaware
2 limited liability company,

3 TUCSON 1166 IG LLC, a Delaware
4 limited liability company,

5 DASMEN RESIDENTIAL LLC, a
6 Delaware limited liability company,

7 And

8 LUXFORD LIVING LLC, a Delaware
9 limited liability company, dba "Luxford
10 Living,"

11 Defendants.

12 Plaintiff, State of Arizona, *ex rel.* Kristin K. Mayes, requests that the Court issue (1) a
13 Temporary Restraining Order ("TRO") With Notice; and (2) a Preliminary Injunction against the
14 above-named Defendant, pursuant to Rule 65(a) and (d) of the Arizona Rules of Civil Procedure
15 and A.R.S. §§ 12-1801, 12-1803(A).

16 The Plaintiff's Verified Complaint and Memorandum of Points and Authorities
17 demonstrate that, for at least the past two years, tenants residing at three Tucson apartment
18 complexes, "Sedona Springs," "Sienna Ridge," and "Summit Ridge" each owned and/or operated
19 by Defendants (collectively the "Complexes"), have been left to suffer in sweltering, record-
20 breaking heat without proper air conditioning during the intense Arizona summer months.

21 The State's investigation confirmed chronic air conditioning outages at all three
22 Complexes. This failure is most notable at Sedona Springs, where the 1970's cooling system has
23 had one entire chiller without function since March 2026. The 1970's Sienna Ridge cooling
24 system, although moderately functioning, has not sufficiently operated to cool apartment units to
25 regulatory requirements since June of this year. And the cooling system at Summit Ridge,
26 although functioning, has not been properly maintained to enable it to adequately cool some units
within Summit Ridge.

1 The Complexes also suffer from chronic water leaks and shutdowns, a deteriorating
2 condition of the Complexes' exterior facades, second-floor balconies, landscaping, and neglected
3 pools, as well as pest infestations and significant safety concerns in the surrounding community.

4 To date, Defendants have refused to and/or failed to remedy these issues, which pose an
5 immediate threat to the lives, health, and safety of residents at the Complexes. Indeed, every day
6 that these residents go without proper air conditioning comes with a risk of death or
7 hospitalization.

8 To prevent this dangerous condition, the State requests a TRO requiring Defendants to
9 provide proper air conditioning to all residents of all three Complexes, at no additional cost to
10 such residents, until a hearing can be held on the State's request for a preliminary injunction. The
11 State provided notice to the Defendants of its application for a TRO by contacting Michael Katz,
12 Chief Executive Officer of Dasmen Residential, and Rebekah Andreaccio, Senior Vice President
13 for the Arizona Market. To the State's knowledge, the Defendants, although previously
14 represented by counsel, are not currently represented by counsel for this case. The State's
15 Verified Complaint for Injunctive and Other Relief, along with the following Memorandum of
16 Points and Authorities, consumer declarations, and affidavit attached hereto, support this
17 Application.

18 **MEMORANDUM OF POINTS AND AUTHORITIES**

19 **I. Factual Background**

20 ***Overview of Dasmen Residential***

21 Dasmen Residential LLC ("Dasmen") is a nationwide landlord with a property
22 management portfolio of more than 5,000 rental units across the United States. That portfolio
23 includes: (1) Sedona Springs, a 408 unit apartment complex located at 373 North Wilmot Road,
24 with the website <https://sedonaspringsaz.com/> (last visited Aug. 5, 2026); (2) Sienna Ridge, a 305
25 unit apartment complex located at 5353 East 22nd Street, with the website
26 <https://siennaridgeaz.com/> (last visited Aug. 5, 2026); and (3) Summit Ridge, a 360 unit apartment

1 complex located at 1252 Craycroft Road, with the website <https://summitridgeaz.com/> (last visited
2 Aug. 5, 2026). All three Complexes are located in Tucson, Arizona.

3 These Complexes are one of the few in Tucson accepting various housing assistance
4 programs, often to particularly vulnerable populations of Arizona residents. These vulnerable
5 populations include the elderly, veterans, individuals with physical and/or mental disabilities, and
6 low-income individuals, including families with children.

7 Although these groups are some of the most susceptible to serious injuries caused by
8 unsatisfactory housing, the Defendants have left all three of the Complexes in a complete, chronic
9 state of disrepair. All Complexes have units with broken windows, fire hazards, structural issues,
10 and security concerns. [**Compl.** at ¶¶51-64; **Ex. 1**, Affidavit of Attorney General Investigator
11 Richard Perez at ¶¶ 4, 8, 12, and 18, referred to as the “Perez Affidavit.”] Residents also complain
12 about intermittent electricity, water outages, gas issues, and pest infestations. [**Compl.** at ¶¶ 51-
13 59, 71.]

14 These habitability issues are not new to the Complexes. Since at least 2022, Defendants
15 failed to address ongoing concerns raised by vendors and residents regarding the lack of air
16 conditioning. [**Compl.** at ¶¶ 35-37; **Ex. 2** March 2024 Emails from Phil Delaney, Sun Mechanical
17 regarding lack of maintenance; **Compl. Ex. 4** Declaration of Bruce Martz; **Ex. 3** Pima County
18 Recording No. 20250380230 at 7-8; **Ex. 4** Pima County Recording No. 20241070344.]

19 Since 2024, Defendants received 42 complaints filed with the City of Tucson Code
20 enforcement related to Sienna Ridge (**Ex. 5** List of Code Enforcement Complaints for Sienna
21 Ridge), 29 complaints related to Summit Ridge (**Ex. 6** List of Code Enforcement Complaints for
22 Summit Ridge), and 33 complaints related to Sedona Springs (**Ex. 7** List of Code Enforcement
23 Complaints for Sedona Springs) related to lack of proper heating and cooling, lack of hot water,
24 structural issues, and pest infestations, among other things. Of those complaints included on each
25 list, approximately 14 for Sienna Ridge, 6 for Sedona Springs, and 9 for Summit Ridge all related
26 to the inadequate cooling and ventilation of apartments —a particularly dangerous violation in

1 Arizona where inadequate cooling can lead to serious illness and death. [See also **Compl.** at ¶¶ 9,
2 41, 76.]

3 *Extreme Heat is a Health and Safety Hazard*

4 It is a well-documented and well-known fact that exposure to extreme temperatures is life-
5 threatening. In 2025, Pima County reported 117 heat-related deaths, which is 9% higher than the
6 107 heat-related deaths reported in 2024. Pima County Office of the Med. Exam'r 2025 Ann. Rep.
7 2026. [https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-](https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-027ee6be9566)
8 [027ee6be9566](https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-027ee6be9566), at PP 67-70. And of that 117, 49 of the deaths were indoors. Pima County Office
9 of the Med. Exam'r Heat Related Deaths Data Dashboard.
10 [https://app.powerbigov.us/view?r=eyJrIjoiYzUxYmEwOGUtMzUwYy00MzgxLWlwMDgtMjU5](https://app.powerbigov.us/view?r=eyJrIjoiYzUxYmEwOGUtMzUwYy00MzgxLWlwMDgtMjU5MDY3NzIwYTlxliwidCI6IjMzYjZlMmMzLTBiMWEtNDg3OSIiNzQxLTQ3NDYxYTZjMWE4OSJ9)
11 [MDY3NzIwYTlxliwidCI6IjMzYjZlMmMzLTBiMWEtNDg3OSIiNzQxLTQ3NDYxYTZjMWE4OSJ9](https://app.powerbigov.us/view?r=eyJrIjoiYzUxYmEwOGUtMzUwYy00MzgxLWlwMDgtMjU5MDY3NzIwYTlxliwidCI6IjMzYjZlMmMzLTBiMWEtNDg3OSIiNzQxLTQ3NDYxYTZjMWE4OSJ9)
12 [9](https://app.powerbigov.us/view?r=eyJrIjoiYzUxYmEwOGUtMzUwYy00MzgxLWlwMDgtMjU5MDY3NzIwYTlxliwidCI6IjMzYjZlMmMzLTBiMWEtNDg3OSIiNzQxLTQ3NDYxYTZjMWE4OSJ9)

13 There are already a staggering 94 heat-related deaths reported in Pima County for 2026.
14 Pima County Office of the Med. Exam'r Heat Related Deaths Data Dashboard. July 2026.
15 [https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-](https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-027ee6be9566)
16 [027ee6be9566](https://content.civicplus.com/api/assets/az-pimacounty/c7fc5e04-78ab-401e-adbe-027ee6be9566). At least twenty-four of these deaths involved individuals who were indoors. *Id.*

17 Because of the potentially life-threatening risk posed by extreme heat, the Arizona
18 Residential Landlord Tenant Act (“ARLTA”), A.R.S. § 33-1301, *et seq.*, Pima County
19 Ordinances, and many municipalities, including the City of Tucson, mandate that landlords
20 provide adequate cooling to residents and keep all air conditioning units in working order. A.R.S.
21 §§ 9-1303, 33-1324; Tucson City Code § 16-11, *available at*
22 https://codelibrary.amlegal.com/codes/tucson/latest/tucson_az/0-0-0-11113 (last visited Aug. 5,
23 2026). The Tucson City Code requires that all habitable rooms remain at or below 82° Fahrenheit.
24 The Pima County Ordinances also require that all habitable rooms remain at or below 80°
25 Fahrenheit when cooled by central air conditioning. Pima County Ordinance 2025-15, Exhibit B,
26

1 R325.9, available at [https://content.civicplus.com/api/assets/az-pimacounty/2f62bbcc-b366-](https://content.civicplus.com/api/assets/az-pimacounty/2f62bbcc-b366-416d-b40e-848de7a0e479?cache=1800)
2 [416d-b40e-848de7a0e479?cache=1800](https://content.civicplus.com/api/assets/az-pimacounty/2f62bbcc-b366-416d-b40e-848de7a0e479?cache=1800) (last visited Aug. 5, 2026).

3 Defendants have failed to comply with these protective laws. **Ex. 5**, **Ex. 6**, and **Ex. 7**. City
4 of Tucson code enforcement complaints; **Ex. 1** Perez Affidavit, **Compl. Ex. 4** Declaration of
5 Bruce Martz.

6 ***Defendants' Failure to Provide Air Conditioning to Tenants***

7 After receiving numerous concerning consumer complaints regarding lack of air
8 conditioning at all three Complexes, the State sent a Cease-and-Desist letter dated July 15, 2026,
9 to the owner of Sedona Springs, Sedona Springs AZ LLC, and its property management company,
10 Dasmen Residential. [**Compl. Ex. 1** The State of Arizona's Cease-and-Desist Letter to Dasmen
11 Residential and Sedona Springs]. And on July 23, 2026, the State sent Cease-and-Desist letters to
12 the owner of Sienna Ridge, Sienna Ridge AZ LLC, and of Summit Ridge, Summit Ridge AZ
13 LLC, as well as their property management companies, Dasmen Residential and Luxford Living.
14 [**Compl. Ex. 2** The State of Arizona's Cease-and-Desist Letter to Dasmen Residential and Sienna
15 Ridge; **Compl. Ex. 3** The State of Arizona's Cease-and-Desist Letter to Dasmen Residential and
16 Summit Ridge.] Defendants failed to respond in a meaningful and timely manner to the demands
17 made in the Cease-and-Desist letters. The State proceeded to inspect each of the Complexes with
18 an HVAC expert and conduct multiple site visits to meet with residents and take temperatures in
19 their homes. [**Ex. 1** Perez Affidavit.]

20 Discoveries made during investigations include:

- 21 • Confirmation that Defendants failed to provide adequate air conditioning to all units
22 supplied by what is referred to as the A side chiller for approximately four months
23 at Sedona Springs [**Compl.** at ¶38; **Ex. 8** Decl. of Nichole Sherlock at ¶¶ 4-6 and
24 10; **Ex. 9** Decl. of Zoey Montoya at ¶¶ 3-5 and 7; **Ex. 10** Decl. of Cody Keller at
25 ¶¶4-6; **Ex. 11** Decl. of Genevieve Yelton at ¶¶ 9-10; **Ex. 12** Decl. of Lisa Duggan
26

1 at ¶¶ 6-9; **Ex. 1** Perez Affidavit at ¶¶ 5-6; **Ex. 22** Email from Victoria Fallin, Luxford
2 Living];

- 3 • Confirmation that Defendants failed to provide adequate air conditioning for up to
4 305 units for approximately four months at Sienna Ridge [**Compl.** at ¶¶ 54-55; **Ex.**
5 **13** Decl. of Pepper Kenney at ¶7; **Ex. 14** Decl. of Monica Paredes at ¶¶ 5-7; **Ex. 15**
6 Decl. of Fausto Espinoza at ¶6; **Ex. 16** Decl. of David Popp at ¶¶4 and 7-8; **Ex. 1**
7 Perez Affidavit at ¶¶ 3, 9];
- 8 • Confirmation that Defendants failed to provide adequate air conditioning for up to
9 360 units at Summit Ridge for over a year [**Ex. 17** Decl. of Dorothy Crane at ¶¶ 4
10 and 10; **Ex. 18** Decl. of Martha Nelson at ¶¶ 5-7; **Ex. 19** Decl. of Danielle Huber at
11 ¶10; **Ex. 20** Decl. of Lourdes Adame at ¶10; **Ex. 21** Decl. of Jeffrey Hughes at ¶8;
12 **Ex. 1** Perez. Affidavit. at ¶13];
- 13 • The cooling systems at Sedona Springs and Sienna Ridge are severely lacking
14 proper maintenance, which upon information and belief has not been performed for
15 years. [**Compl. Ex. 4** Expert Report of Larry Bruce Martz; **Ex. 2** March 2024 Emails
16 from Phil Delaney, Sun Mechanical; **Ex. 3** Pima County Recording No.
17 20250380230 at 7-8]; and
- 18 • The cooling system at Summit Ridge, although newer than Sedona Springs and
19 Sienna Ridge, does not have the water used in the chiller set to a sufficiently low
20 temperature to meet cooling requirements. [**Compl. Ex. 4** Declaration of Bruce
21 Martz].

22 Air conditioning systems at all Complexes have not been properly maintained since at least
23 2019, based on Defendants' own vendor's assessment. [**Ex. 2** March 2024 Emails from Phil
24 Delaney, Sun Mechanical, regarding lack of maintenance; **Ex. 4** Pima County Recording No.
25 20250380230 at 7-8.] Instead, Defendants continue to improperly rely on the temporary portable
26 air conditioning units to attempt to solve the main air conditioning failure at each of the

1 Complexes. [Ex. 1 Perez Affidavit at ¶¶ 5, 7, 9, 13; Ex. 22, Email from Victoria Fallin, Luxford
2 Living.]

3 During Tucson summers, a single portable air conditioner cannot cool down a single large
4 room, let alone an entire apartment unit, to below the minimum cooling temperature mandated by
5 the Pima County indoor air-cooling code. Nor does the use of a portable air conditioner meet Pima
6 County requirements.¹

7 Temperatures inside many of the units at all of the Complexes, even with attempted “fixes”
8 of temporarily installed window units provided by Defendants, were in the high 80’s. [Compl. at
9 ¶39; Ex. 1 Perez Affidavit at ¶¶ 5, 7, 9, 13; Ex. 22, Email from Victoria Fallin, Luxford Living.]

10 Multiple residents at Sedona Springs noted that their unit reached temperatures exceeding
11 90° Fahrenheit. [Compl. at ¶39; *see also* Ex. 8 Decl. of Nicole Sherlock at ¶10, stating
12 temperatures were 91.5° Fahrenheit on July 8, 2026, which is “how it usually is;” Ex. 10 Decl. of
13 Cody Keller at ¶7 noting a temperature of 96.4° Fahrenheit on July 8, 2026; Ex. 12 Decl. of Lisa
14 Duggan at ¶¶8-9, stating that temperatures often feel like more than 80° Fahrenheit, and even
15 prompted the need to stay with friends to avoid the heat; Ex. 1 Perez Affidavit at ¶¶ 4-6.]

16 Residents at Sienna Ridge also claim that temperatures in their homes exceed 80°
17 Fahrenheit. [Compl. at ¶39; *see also* Ex. 13, Decl. of Pepper Kenney at ¶7, stating temperatures
18 were 90-95° Fahrenheit in July 2026; Ex. 14, Decl. of Monica Paredes at ¶7, stating temperatures
19
20

21 ¹ Pima County Ordinance 2025-15 Exhibit B, R325.9: “Dwelling units and sleeping units located
22 in Climate Zones 0, 1, 2, 3, 4, 5A, and 5B, where the summer dry-bulb temperature is greater
23 than 85°F (29.4°C), shall be provided with cooling systems capable of maintaining an indoor
24 temperature at or below 80°F (26.7°C) in the occupied space. Where permanently installed fans
25 are capable of generating 120 fpm (0.6 m/s) air speed inside the occupied space, the required
26 cooling system shall be capable of maintaining indoor temperature at or below 85°F (29.4°C).
The installation of one or more portable systems shall not be used to achieve compliance with
this section.” The ordinance went into effect on January 1, 2026.

1 are in the mid to high 80° Fahrenheit range when the air conditioning is out; **Ex. 1**, Perez Affidavit
2 at ¶¶ 9-10.]

3 Some residents at Summit Ridge also noted that their unit reached temperatures in excess
4 of 90° Fahrenheit. [**Compl.** at ¶39; *see also* **Ex. 19**, Decl. of Danielle Huber at ¶10, stating
5 temperatures exceed 90° Fahrenheit; **Ex. 18**, Decl. of Martha Nelson at ¶7, stating that
6 temperatures often feel like they exceed 90° Fahrenheit; **Ex. 1**, Perez Affidavit. at ¶¶ 13-14.]

7 State investigators obtained temperature readings at Sedona Springs on July 8, 2026. Three
8 units had no central or portable air conditioning at all on that day. Two of those three units had
9 afternoon temperature readings of 92.9° Fahrenheit and 98.8° Fahrenheit. [**Ex. 1**, Perez Affidavit.]
10 None of the units with portable air conditioners in living rooms were able to achieve air cooling
11 to 80 degrees or below. Temperatures in the mid 80° Fahrenheit range were common for units
12 with a portable air conditioner installed in the living rooms. Three of the units were occupied by
13 adults with disabilities who reported struggles with their physical health due to the heat they are
14 exposed to every day. [**Ex. 1**, Perez Affidavit.]

15 State investigators met with two residents at Sienna Ridge on July 31, 2026. These
16 residents reported that the central air conditioning was weak and sometimes non-existent the
17 whole summer of 2026, and that this pattern was repeated in past summers. The units in 10 of the
18 buildings had non-functioning central air conditioning system fed by a chiller, while residents in
19 four of the other buildings have individual air conditioning systems. The indoor heat was relieved
20 partially by portable air conditioners in both apartments. In these apartments, the air temperatures
21 were in the mid-80s. [**Ex. 1**, Perez Affidavit.]

22 State investigators obtained temperature readings at Summit Ridge on July 23, 2026, and
23 July 31, 2026. Residents in these units reported that the central air conditioning was weak and
24 sometimes non-existent the whole summer of 2026, and that this pattern was repeated in past
25 summers. The indoor heat was relieved partially by portable air conditioners in both apartments.
26 In these apartments, the air temperatures were in the low to mid 80s. [**Ex. 1**, Perez Affidavit.]

1 Residents at all the Complexes suffer greatly without air conditioning in their apartments
2 each day Defendants fail to supply adequate air conditioning. The dangerous conditions created
3 through Defendants’ neglect place residents at risk of serious injury or death. Defendants’ history
4 of neglecting their central chiller air conditioning systems at each Complex shows a concerning
5 disregard for human life.

6 ***Other Habitability Issues Pose Threats to Health and Safety***

7 Many other serious habitability issues discovered at the Complexes exacerbate the dangers
8 posed by extreme heat. For example, the numerous broken windows throughout each of the
9 Complexes diminish residents’ abilities to properly cool their homes by allowing the hot air to
10 enter unobstructed. Even a broken window in an adjoining unit can increase challenges with
11 cooling a unit next door due to a shared wall and poor insulation. [Ex. 1, Perez Affidavit. at ¶¶ 4,
12 8, 12, and 18.]

13 Other issues, like rampant cockroaches, bed bug infestation, poor pool maintenance, and
14 the apartment’s crumbling infrastructure—including unsteady stairways, railings, long-term
15 unresolved fire damage, and missing or incomplete balconies and structure support beams—pose
16 additional health and safety hazards to residents. [*Id.*; see also Ex. 23 Photos.] Taken together,
17 these conditions created by Defendants leave residents harmed if they stay in their homes and
18 harmed if they leave them.

19 **II. Defendants’ Violations of Arizona Law**

20 The State’s Verified Complaint alleges that Defendants have violated the Arizona
21 Consumer Fraud Act (the “ACFA”), A.R.S. §§ 44-1521 through -1534, by knowingly
22 misrepresenting the condition of its apartments at all three Complexes and its ability to provide
23 “24/7 maintenance,” and through unfair business practices that include chronic violations of
24 regulatory laws—like ARLTA and Tucson City Code—that are designed to protect a particular
25 class of consumers: Residents.

1 ***Defendant's Misrepresentations and Deceptive Practices***

2 The Consumer Fraud Act is a “broadly drafted remedial provision” designed to prohibit
3 the:

4 act, use or employment by any person of any deception, deceptive or
5 unfair act or practice, fraud, false pretense, false promise,
6 misrepresentation, or concealment, suppression or omission of any
7 material fact with intent that others rely on such concealment,
8 suppression or omission, in connection with the sale or advertisement
9 of any merchandise.

10 A.R.S. § 44-1522(A); *Madsen v. W. Am. Mortg. Co.*, 143 Ariz. 614, 618 (App. 1985).

11 In Arizona, “deception” and “deceptive” include “representations that have a ‘tendency
12 and capacity’ to convey misleading impressions to consumers even though interpretations that
13 would not be misleading also are possible.” *Madsen*, 143 Ariz. at 618 (citations omitted). “The
14 meaning and impression are to be taken from all that is reasonably implied, not just from what is
15 said, and in evaluating the representations, the test is whether the least sophisticated reader would
16 be misled.” *Id.* (citations omitted). Intent to deceive is not an element; the only intent required is
17 the “intent to do the act involved.” *State ex rel. Babbitt v. Goodyear Tire & Rubber Co.*, 128 Ariz.
18 483, 486 (App. 1980).

19 In this case, the Attorney General has more than reasonable cause to believe that the
20 Defendants violated the ACFA by engaging in the act, use and employment of deception,
21 deceptive acts and practices, fraud, false pretenses, false promises, misrepresentations and the
22 concealment, suppression and omission of material facts, as set forth in the Verified Complaint.

23 To start, all Arizona residents who enter into rental agreements with landlords implicitly
24 bargain for—and are, likewise, implicitly guaranteed—rental accommodations that meet the
25 minimal standards for habitability established by Arizona law. *See* A.R.S. § 33-1303 (principles
26 of law and equity may supplement ARLTA), § 33-1324; *see also Cummings v. Prater*, 95 Ariz.
20, 26 (1963) (holding “landlord is under a duty of ordinary care to inspect the premises when he

1 has reason to suspect defects existing at the time of the taking of the tenancy and to either repair
2 them or warn the tenant of their existence”). When an Arizona landlord fails to notify potential
3 tenants of their rental property’s non-compliance with Arizona law, or when they mislead
4 consumers about their willingness to make repairs necessary to come into compliance, then they
5 have deceptively misled the consumer about the implied, bargained-for-benefits of their
6 agreement. That is the case here with Sedona Springs, Sienna Ridge, and Summit Ridge.

7 The ARLTA requires that all landlords maintain fit and habitable premises and comply
8 with all applicable codes “materially affecting health and safety,” including, in relevant part,
9 adequate heating and cooling, infestation of insects, structural hazards, and inadequate access to
10 bathtubs or showers. A.R.S. § 33-1324, § 9-1303(1). Similarly, Tucson City Code requires that
11 all habitable rooms remain at or below 82° Fahrenheit when using a central air system. Tucson
12 City Code § 16-11. And Pima County requires that rooms remain at or below 80° Fahrenheit. Pima
13 County Ordinance 2025-15, Exhibit B, R325.9. Thus, every rental agreement in this State comes
14 with implied assurances that residents will be provided with functioning air conditioning, adequate
15 access to running water, and will be able to safely reside in buildings free of structural hazards
16 and pest infestations.

17 Defendants’ willful refusal, year-over-year, to provide habitable accommodations—and
18 their failure to provide potential tenants with any notice as to the unfitness of its property—deceive
19 and deprive their residents of these minimal, expected, bargained-for benefits. Indeed, most
20 residents at the Complexes do not recall being told *anything* about the state of the air conditioning
21 system when they originally signed lease agreements with the Defendants. Those who were told
22 something recall simply that the units would have functioning air conditioning; otherwise, they
23 would have looked to rent an apartment elsewhere.[**Ex. 10**, Decl. of Cody Keller at ¶ 15; **Ex. 8**,
24 Decl. Nicole Sherlock at ¶ 11; **Ex. 9**, Decl. of Zoey Montoya at ¶¶ 8-9 and 11; **Ex. 12**, Decl. of
25 Lisa Duggan at ¶ 5; **Ex. 11**, Decl. of Genevieve Yelton at ¶ 6; **Ex. 13**, Decl. of Pepper Kenney at
26 ¶ 4; **Ex. 15**, Decl. of Fausto Espinoza at ¶ 5; **Ex. 16**, Decl. of David Popp at ¶ 12; **Ex. 14**, Decl. of

1 Monica Paredes at ¶ 4; **Ex. 19**, Decl. of Danielle Huber at ¶8; **Ex. 18**, Decl. of Martha Nelson at
2 ¶ 5; **Ex. 17**, Decl. of Dorothy Crane at ¶ 5; **Ex. 20**, Decl. of Lourdes Adame at ¶ 9; **Ex. 21**, Decl.
3 of Jeffrey Hughes at ¶ 7.]

4 However, the Defendants have received information from vendors regarding the need for
5 Chiller system repair at each Complex since at least 2023. [**Ex. 3** Pima County Recording No.
6 20250380230 at 7-8; **Ex. 4** Pima County Recording No. 20241070344, at 8-28; **Ex. 2** March 2024
7 Emails from Phil Delaney, Sun Mechanical regarding lack of maintenance.] Thus, Defendants
8 were aware that they would be unable to provide adequate air conditioning to the residents of each
9 of the Complexes at the time they rented these apartments.

10 All residents interviewed by State investigators reported air conditioning outages to
11 Defendants' property management staff. Staff repeatedly made false promises that the air
12 conditioning would be repaired. Staff promises to repair the air conditioning have become so
13 repetitive and unfulfilled that tenants deem further requests to repair to be futile. [**Ex. 10**, Decl. of
14 Cody Keller at ¶¶ 5, 8; **Ex. 8**, Decl. Nicole Sherlock at ¶ 5; **Ex. 9**, Decl. of Zoey Montoya at ¶6;
15 **Ex. 12**, Decl. of Lisa Duggan at 1, ¶7; **Ex. 11**, Decl. of Genevieve Yelton at ¶10; **Ex. 13**, Decl. of
16 Pepper Kenney at ¶7; **Ex. 15**, Decl. of Fausto Espinoza at ¶6; **Ex. 16**, Decl. of David Popp at ¶7;
17 **Ex. 14**, Decl. of Monica Paredes at ¶6; **Ex. 19**, Decl. of Danielle Huber ¶¶10, 16; **Ex. 18**, Decl. of
18 Martha Nelson at ¶6; **Ex. 17**, Decl. of Dorothy Crane at ¶13; **Ex. 20**, Decl. of Lourdes Adame at
19 ¶9; **Compl. Ex. 21**, Decl. of Jeffrey Hughes at ¶8.]

20 In addition to concealing material information from consumers as to the implied benefits
21 of their rental agreements, Defendants have knowingly misrepresented the state of the Complexes.
22 Defendants' websites advertise that their Complexes are "lovely communities" with "gracious
23 apartment living." Home pages: <https://summitridgeaz.com/>, <https://siennaridgeaz.com/>, and
24 <https://sedonaspringsaz.com/> (last accessed Aug. 5, 2026). These websites also deceptively
25 advertise air conditioning in apartments with 24-hour maintenance services available. [**Compl.** at
26 ¶¶ 32, 72; **Ex. 24**, Websites; **Ex. 25**, Brochures for the Complexes.] As noted above, Defendants'

1 apartments are far from “lovely” and do not have consistent air conditioning or maintenance. The
2 state of the facilities, coupled with the fact that residents have gone multiple months without
3 functioning air conditioning, demonstrates that these advertising claims are patently false and
4 misleading.

5 ***Defendant’s Unfair Business Practices***

6 Defendants’ numerous violations of the ARLTA, Pima County Ordinances, and Tucson
7 City Code also constitute unfair business practices under the ACFA. Under the Federal Trade
8 Commission Act (“FTC Act”), which this Court may use as persuasive guidance in defining
9 unlawful conduct under the ACFA, an act or practice is “unfair” if that

10 act or practice causes or is likely to cause substantial injury to
11 consumers which is not reasonably avoidable by consumers
12 themselves and not outweighed by countervailing benefits to
consumers or to competition.

13 15 U.S.C. § 45(n); *see also* A.R.S. § 44-1522(C).

14 A practice may be considered “unfair” within the meaning of the FTC Act when it offends
15 established public policy and when the practice is otherwise immoral, unethical, oppressive,
16 unscrupulous, or substantially injurious to consumers. *F.T.C. v. Sperry & Hutchinson Co.*, 405
17 U.S. 233, 244, n.5 (1972). Established public policy arguably includes laws designed to protect
18 residents—like ARLTA. *Love v. Pressley*, 517 239 S.E.2d 574, 583 (N.C. App. 1977) (landlord’s
19 violation of laws protecting residents constituted unfair or deceptive acts or practices within the
20 meaning of North Carolina’s consumer fraud act). As the Supreme Court of North Carolina noted,
21 “violations of statutes designed to protect the consuming public,” like the tenant ejectment act at
22 issue in that case, “may constitute unfair and deceptive business practices” because they offend
23 the established public policy of the state. *Stanley v. Moore*, 454 S.E.2d 225, 228-229 (N.C. 1995).

24 Here, the Arizona Legislature, Pima County, and the City of Tucson all have established
25 public policies, through ARLTA, Pima County Ordinances, and Tucson City Codes, that are
26 designed to protect a particular group of consumers—namely, residents and potential residents of

1 rental properties—from specific conduct that may impact their health and safety. A.R.S. §§ 9-
2 1303, 33-1324; Pima County Ordinance 2025-15, Exhibit B, R325.9; and Tucson City Code § 16-
3 11. Similarly, the laws created to protect these consumers impose certain obligations upon all
4 landlords. The failure to meet these obligations offends established public policy, and the conduct
5 in this case is also “otherwise immoral, unethical, oppressive, unscrupulous, or substantially
6 injurious to consumers.”

7 The Complexes appear in such an advanced state of neglect as to suggest that Defendants
8 formed an intent to abandon principled maintenance of the Complexes for corporate and personal
9 greed with callous disregard for the chronic detriment of their tenants.

10 **III. Argument**

11 **A. The Preliminary Injunction**

12 A preliminary injunction is necessary and appropriate in this case to prevent the loss of life
13 and serious injury to consumers. “A party seeking a preliminary injunction traditionally must
14 establish four criteria: (1) a strong likelihood of success on the merits; (2) the possibility of
15 irreparable injury if the requested relief is not granted; (3) a balance of hardships favoring that
16 party; and (4) public policy favoring a grant of the injunction.” *Ariz. Ass’n of Providers for*
17 *Persons with Disabilities v. State*, 223 Ariz. 6, 12, ¶ 12 (App. 2009) (citing *Shoen v. Shoen*, 167
18 Ariz. 58, 63 (App. 1990)).

19 Alternatively, Arizona courts have adopted a “sliding scale” in which “the moving party
20 may establish either (1) probable success on the merits and the possibility of irreparable injury; or
21 (2) the presence of serious questions and [that] ‘the balance of hardships tip[s] sharply’ in favor
22 of the moving party.” *Id.* Under either conception of the preliminary injunction test, the State is
23 entitled to relief.

24 As noted above, the State is likely to prevail on its claims that Defendants have violated
25 the ACFA. More importantly, however, the possibility of irreparable injury if a preliminary
26 injunction is not granted tips sharply in favor of the State. On one hand is the risk of death or

1 hospitalization, and on the other hand is the fact that, if granted, Defendants will be forced to
2 comply with laws it is *already required to follow*. Defendants cannot reasonably argue that this
3 request is burdensome. The balance of hardships is clear-cut.

4 Moreover, public policy strongly favors granting an injunction. “Where a state agency has
5 been authorized to institute proceedings in equity to prevent and restrain specified violations of
6 the law, irreparable injury need not be shown.” *Ariz. State Bd. of Dental Exam’rs v. Hyder*, 114
7 Ariz. 544, 546 (1977) (citations omitted). Instead, “[h]arm is conclusively presumed from the
8 legislative declaration,” i.e., the ACFA and ARLTA. *See id.* The public policy favoring the grant
9 of the preliminary injunction requested is the Consumer Fraud Act itself. *Dollar A Day Rent A*
10 *Car Sys., Inc. v. Mountain States Tel. & Tel. Co.*, 22 Ariz. App. 270, 275 (1974) (“The public
11 policy of the State of Arizona strongly encourages the fight against deceptive advertising.”).

12 For these reasons, the State respectfully asks this Court to grant its request.

13 **B. The TRO**

14 The State also requests that the Court issue a TRO to remain in effect until an evidentiary
15 hearing on the State’s request for a preliminary injunction can be held. Defendants have already
16 demonstrated an extreme unwillingness to correct this issue, having failed to do after years of
17 complaints from residents and demand letters from the Arizona Attorney General. Absent Court
18 intervention, air conditioning is unlikely to be restored to the property, risking immediate and
19 irreparable injury, loss, or damage to residents at each of the Complexes while litigation remains
20 ongoing.

21 For the foregoing reasons, the State requests the Court to enter the proposed form of TRO
22 lodged herewith as **Exhibit 26** and the proposed Order to Set a Return Hearing lodged herewith
23 as **Exhibit 27** setting a return hearing within ten days to set a date and time for a hearing on the
24 State’s request for a preliminary injunction.

25

26

1 **IV. Conclusion**

2 No Arizona resident should have to suffer in extreme heat or risk their lives at home simply
3 because their landlord cannot bother to fulfill its duties. The present action seeks to protect
4 Arizona consumers from such misconduct and safeguard the health and safety of our communities.

5 For these reasons, the State requests the Court enter the following orders, proposed forms
6 of which are filed herewith:

- 7 (1) A temporary restraining order mandating that (a) Defendants immediately restore
8 air conditioning to all tenants at Sedona Springs, Sienna Ridge, and Summit Ridge,
9 maintain that air conditioning until the Court issues a ruling on the State's request
10 for a preliminary injunction, and/or provide alternative accommodations to its
11 residents that satisfies its ARLTA, Pima County Ordinance, and Tucson City Code
12 obligations; (b) Defendant immediately comply with the ARLTA, Pima County
13 Ordinance 2025-15, Exhibit B, R325..9, and City of Tucson Code § 16-11;
14 (c) Defendants immediately cease renting apartment units until its facilities are
15 brought into compliance with the ARLTA, Pima County Ordinance, and Tucson
16 City Code; (d) Defendants allow for the State's HVAC expert to have access to all
17 heating and cooling systems at each of the Complexes to determine functionality
18 and degradation at the cost of Defendants; and (e) Defendants cease all deceptive
19 advertising; and
20 (2) An Order setting a return hearing on the State's request for a preliminary injunction.

21
22
23
24
25
26 ///

1 Dated: August 7, 2026

2 Respectfully submitted,
3 KRISTIN K. MAYES
4 Attorney General

5 By: /s/ Amanda Salvione

6 Amanda Salvione

7 Heather Hamel

8 Martin Coleman

9 *Assistant Attorneys General*

10 *Attorneys for Plaintiff State of Arizona*
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

CERTIFICATE OF SERVICE

ORIGINAL filed with the Clerk of the Court
this 7th day of August, 2026.

By: C. Ryland

1 **KRISTIN K. MAYES**
2 **ATTORNEY GENERAL**
3 (Firm State Bar No. 14000)
4 Heather Hamel Bar No. 031734
5 Martin J. Coleman Bar No. 033704
6 Amanda Salvione Bar No. 032136
7 **OFFICE OF THE ATTORNEY GENERAL**
8 2005 North Central Avenue
9 Phoenix, AZ 85004
10 Telephone: (602) 542-3725
11 Facsimile: (602) 542-4377
12 Heather.Hamel@azag.gov
13 Martin.Coleman@azag.gov
14 Amanda.Salvione@azag.gov
15 consumer@azag.gov
16 *Attorneys for State of Arizona*

17
18 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
19 **IN AND FOR THE COUNTY OF MARICOPA**

20 STATE OF ARIZONA, ex rel. KRISTIN
21 K. MAYES, Attorney General,
22
23 Plaintiff,
24
25 v.

26 SEDONA SPRINGS AZ LLC, a Delaware
limited liability company, dba "Sedona
Springs Apartments,"

SIENNA RIDGE AZ LLC, a Delaware
limited liability company, dba "Sienna
Ridge Apartments,"

SUMMIT RIDGE AZ LLC, a Delaware
limited liability company, dba "Summit
Ridge Apartments,"

DMR SEDONA SPRINGS AZ LLC, a
Delaware limited liability company,

Case No:

**PROPOSED TEMPORARY
RESTRAINING ORDER**

DMR TUCSON 1166 LLC, a Delaware
limited liability company,

TUCSON 1166 IG LLC, a Delaware
limited liability company,

DASMEN RESIDENTIAL LLC, a
Delaware limited liability company,

And

LUXFORD LIVING LLC, a Delaware
limited liability company, dba “Luxford
Living,”

Defendants.

This matter came before the Court on a Verified Civil Complaint and Application for a Temporary Restraining Order and Preliminary Injunction filed by the State of Arizona, *ex rel.* Kristin K. Mayes, Attorney General, (the “State”) against the above-captioned Defendants. The Court has received and considered the following documents:

- The Verified Civil Complaint setting forth the State’s allegations against Defendants and all Exhibits attached thereto;
- The State’s Application for: (1) A Temporary Restraining Order With Notice; and (2) Preliminary Injunction (the “Application for TRO/PI”), and all Exhibits, Affidavits, and Declarations attached thereto.

Based on these documents, the Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. In the Verified Civil Complaint, the State has alleged that Defendants Sedona Springs AZ LLC, Sienna Ridge AZ LLC, Summit Ridge AZ LLC, DMR Sedona Springs AZ LLC, DMR Tucson 1166 LLC, TUCSON 1166 IG LLC, Dasmen Residential LLC, and Luxford

1 Living LLC (collectively, the “Defendants”), violated the Arizona Consumer Fraud Act, A.R.S.
2 §§ 44-1521-34 (the “Consumer Fraud Act”), when they misled their current residents about the
3 habitability of their apartment units at “Sedona Springs,” “Sienna Ridge,” and “Summit Ridge,”
4 and their willingness/ability to provide maintenance necessary to keep each of the premises in fit
5 and habitable conditions. The State also alleges that Defendants violated the Consumer Fraud Act
6 by engaging in unfair business practices, which include chronic violations of the Arizona
7 Residential Landlord Tenant Act (“ARLTA”), A.R.S. §§ 33-1301, *et seq.*, Pima County
8 Ordinances, and Tucson City Code § 16-11. (*See generally* Verified Civil Compl. ¶¶
9 _____).

10 2. The Verified Civil Complaint seeks injunctive relief, awards of restitution,
11 disgorgement of profits/gains/benefits, civil penalties, attorneys’ fees and costs, and other
12 additional relief the Court deems just and equitable. (*See id.*, Prayer for Relief, ¶¶ ____).

13 3. In the Verified Civil Complaint, the State has alleged that consumers at Defendants’
14 properties called “Sedona Springs,” “Sienna Ridge,” and “Summit Ridge” (the “Complexes”)
15 have gone without functioning air conditioning for approximately four months and continue to go
16 without proper air conditioning. The State further alleges that this lack of air conditioning poses
17 a threat of imminent death, hospitalization or serious injury to these consumers who reside in these
18 apartments. (*See id.*, ¶¶ 2_____). This harm is not speculative, and as the State notes, 37
19 heat-related deaths have occurred indoors in Pima County this year. (*See id.*, ¶¶ ____).

20 4. The State has also alleged that each of the Complexes faces numerous other
21 habitability issues which exacerbate the threat posed by extreme heat. (*See id.*, ¶¶ ____).

22 5. Finally, the State has alleged that Defendants, who since _____ have received
23 numerous citations from the City of Tucson for inadequate cooling of its apartment units (*See id.*,
24 ¶ ____), and who, in ____, received a cease-and-desist letter from the Arizona Attorney General
25 (Application for TRO/PI, Ex. _), are unlikely to remedy this issue absent judicial intervention.
26

6. Based on the foregoing, the Court concludes that good cause exists for issuing the requested temporary restraining order because immediate and irreparable harm is likely to result absent a judicially imposed mandate requiring Defendants to restore and maintain adequate cooling for all of their tenants that reside at each of the Complexes.

7. Good cause exists for issuing the requested temporary restraining order.

RELIEF

8. IT IS HEREBY ORDERED that the State's Application for Temporary Restraining Order With Notice is granted;

9. IT IS FURTHER ORDERED that a temporary restraining order is hereby entered mandating that Defendants provide a functional cooling system to all of their tenants that reside at each of Sedona Springs, Sienna Ridge, and Summit Ridge. A functional cooling system is not intermittent nor reliant on temporarily installed portable air conditioning window units; it must be constantly functioning and must be able to cool and hold the temperature as required by the Pima County Ordinance and Tucson City Code § 16-11.

10. IT IS FURTHER ORDERED that Defendants immediately comply with the Arizona Residential Landlord Tenant Act, A.R.S. C§ 33-1303, *et seq.*, and Tucson City Code § 16-11;

11. IT IS FURTHER ORDERED that Defendant immediately cease all advertising and renting of apartment units at Sedona Springs, Sienna Ridge, and Summit Ridge until all units at each respective complex are in compliance with all cooling requirements in the Arizona Residential Landlord Tenant Act, A.R.S. §§ 33-1303, *et seq.*, and Tucson City Code § 16-11;

12. IT IS FURTHER ORDERED that if Defendant is unable to provide essential services to its tenants, then it must provide them with any remedy statutorily required by § 33-1364 as chosen by the tenant.

13. IT IS FURTHER ORDERED that Defendants must provide a sworn certification to the State once Defendants have either (i) brought each of Sedona Springs, Sienna Ridge, and

Summit Ridge up to code or (ii) provided alternative accommodations for all of the tenants at each of Sedona Springs, Sienna Ridge, and Summit Ridge by 1:30 p.m. Friday _____, during which time a follow up hearing is scheduled.

14. IT IS FURTHER ORDERED that, unless further extended by Order of this Court, this Temporary Restraining Order shall expire by its terms the same day this Court enters an Order on the State's request for a Preliminary Injunction.

This Temporary Restraining Order (With Notice) is hereby issued on ____ at ____ (date and time). A status conference and evidentiary hearing will be held on Friday, _____ at 1:00 p.m.

DATED: _____, 2026.

Judge of the Superior Court

Maricopa County

CERTIFICATE OF SERVICE

COPY of the foregoing sent via email and
Certified Mail this ____ day of August, 2026 to:

Attorneys for Defendants

By: _____