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January 26, 2026

Office of the Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

**Re:** NOTICE OF CLAIM AGAINST THE STATE OF ARIZONA  
NOTICE OF CLAIM AGAINST KRISTIN K. MAYES, ATTORNEY GENERAL  
NOTICE OF CLAIM AGAINST THE OFFICE OF THE ATTORNEY GENERAL  
(RE: *State of AZ v. Redwood Thunderbird MHPS, LLC; et al.* –  
Maricopa County Superior Court, Case No. CV2025-029395)

**Claimants:** Redwood Thunderbird MHPS, LLC, a Delaware limited liability  
company, d/b/a Redwood Mobile Home Park; and Boavida  
Communities, LLC, a California limited liability company, d/b/a  
Boavida Communities

**Nature of Claim:** Abuse of process, malicious prosecution, wrongful taking, violation of  
due process, trespass, conversion, violation of federal and/or state law,  
tortious interference, and other unspecified civil and/or tort claims, etc.

**Date of Loss:** Civil lawsuit filed by State of Arizona on 08/19/2025

To the Office of the Arizona Attorney General:

The law firm of Evans, Dove, Nelson, Fish and Grier, PLC, has been retained by **Redwood Thunderbird MHPS, LLC d/b/a Redwood Mobile Home Park, and Boavida Communities, LLC, d/b/a Boavida Communities**, (*collectively “our clients”*) in connection with their claim for damages against: (i) the State Of Arizona; (ii) Kristin K. Mayes, Attorney General; and (iii) The Office Of The Arizona Attorney General.

The purpose of this Notice of Claim is to provide you with the opportunity to resolve this matter before litigation, all pursuant to the requirements of A.R.S. 12-821.01. The statements made herein are presented in keeping with the spirit and letter of Rule 408, Arizona Rules of Evidence, and are intended solely for the purpose of compromise and settlement of this matter.

## **I. FACTUAL BASIS UPON WHICH LIABILITY IS CLAIMED**

On August 19, 2025, the State of Arizona (“*the State*”) initiated litigation by filing a Civil Complaint against our clients (*the “Defendants”*) for a Permanent Injunction, Monetary Judgment, Civil Penalty Judgment, and Other Relief. A copy of the Civil Complaint, along with a copy of our clients’ Answer, is enclosed herein for your reference. **Plaintiff’s Complaint** lists three (3) Counts, namely:

- **Count I** – Deceptive Omission in Violation of the Arizona Consumer Fraud Act A.R.S. sections 44-1521 to 44-1534;
- **Count II** – Deceptive Misrepresentation in Violation of the Arizona Consumer Fraud Act A.R.S. sections 44-1521 to 44-1534; and
- **Count III** – Unfair Practices in Violation of the Arizona Consumer Fraud Act A.R.S. sections 44-1521 to 44-1534.

On or about September 3, 2025, Plaintiff filed an **Application for Temporary Restraining Order and Preliminary Injunction** requesting the Court to order that:

- (a) Defendants immediately notify all tenants of the safety hazards associated with its dangerous electrical system;
- (b) That Defendants, upon request of the tenant, provide alternative housing to tenants while the electrical system is repaired;
- (c) That Defendants immediately repair the Park’s broken electrical system to address ongoing fire hazard and load issues, maintain that electrical system until the Court issues a ruling on the State’s request for a preliminary injunction;
- (d) That Defendants immediately comply with the Arizona Mobile Home Parks Residential Landlord and Tenant Act, A.R.S. §§ 33-1401, *et seq.* by providing consistent and reliable electricity capable of maintaining safe living conditions or provide alternative housing if unable to do so;
- (e) That Defendant immediately cease renting lots and/or mobile homes at the Park until its facilities are brought into compliance with this Order and the Arizona Mobile Home Parks Residential Landlord and Tenant Act; and
- (f) That Defendant cease all deceptive advertising.

Redwood Mobile Home Park (“*Redwood MHP*” or “*the Park*”) is located at 6181 S. Randall Boulevard, Tucson, AZ 85706 and was constructed in 1962. The Park consists of 45 mobile home spaces and one apartment. The average mobile home size of the mobile homes that

are currently located at the Park is 577 square feet, with the largest mobile home size of 756 square feet, and the smallest mobile home size of 272 square feet.

Redwood MHP is a master metered multi-residential property, fed with a single-phase 120/240V service by Tucson Electric Power via overhead conductors from a utility pole and transformer. The electrical pedestals for each individual lot are “daisy chained” together in a “string,” connecting in parallel, and sharing the same 100A circuit. **Redwood MHP was designed for a maximum of 50A to each lot.**

The Park’s electrical infrastructure is old and might be considered out of compliance using today’s standards, **but considering the Park’s construction in 1962 using the 1959 National Electrical Code as its design reference, there’s nothing that can be considered as poor craftsmanship or out of code compliance for its time. There is nothing inherently dangerous with the electrical system while being used as designed.** The National Electrical Code didn’t formally adopt electrical standards for mobile homes until the 1965 edition when it introduced Article 550 for Mobile Homes, Manufactured Homes, and Mobile Home Parks.

When investigating a series of electrical outages beginning in mid-summer of 2024, Redwood MHP initially thought that the power outages were associated with an aging electrical main panel. As such, the Park began engineering a replacement of the main panel. Redwood MHP even obtained a permit from the City of Tucson on July 15, 2025, to replace the Park’s main electrical panel. This all took place prior to receiving the July 31, 2025 cease and desist letter from the State of Arizona, and before the State filed its civil lawsuit Complaint.

Since that time, Redwood MHP has discovered that some tenants have altered the existing electrical pedestals using unsafe connections/modifications on the tenant’s side of the pedestals. The modified electrical pedestals have been altered to draw more than the designed 50 Amps per lot. Redwood MHP was not designed for more than 50 Amps per lot. Any such modifications by tenants to the Park-owned pedestals was unauthorized, unlawful, and in violation of the tenants’ lease agreements and the Park’s rules and regulations. **When the offending pedestals pull more than their designed limit of amperage, it takes power away from the rest of the Park and causes blown fuses and power failures affecting other tenants.** If a lot is pulling more than its allotted 50 Amps, then it can be expected that there will be failures of the main electrical fuses, because the fuses are doing their job and protecting the infrastructure from an overload event. This is exactly what is happening at Redwood MHP.

## **II. WRONGFUL ACTION BY THE STATE**

The civil lawsuit by the State in Maricopa County Superior Court, Case No. CV2025-029395, is wrongful, without legal or factual justification, and was initiated for an improper purpose. **There is nothing unlawful about operating a 50 Amp mobile home park.** Nevertheless, the State seeks to impose new and unnecessary restrictions upon our clients, including that Redwood MHP must upgrade and replace its entire electrical system to provide 100 Amp pedestals for each unit, and also bring the entire electrical system up to current building code.

Nothing in the law, or with respect to the tenants' lease agreements, would require Redwood MHP to do this. The monetary cost to Redwood MHP would be hundreds of thousands of dollars.

The actions and conduct taken by the State with regards to this matter constitute an **abuse of process, malicious prosecution, wrongful taking, violation of due process, trespass, conversion, violation of federal and/or state law, tortious interference, and other unspecified civil and/or tort claims**. This is not intended to be an exhaustive list of the causes of action that our clients would have but is instead offered as an explanation for the basis of this notice of claim pursuant to A.R.S. 12-821.01. In this regard, the State should also consider the following:

- The Arizona Mobile Home Parks Act Provides Tenants With The Procedure For Addressing Noncompliance Issues; The Act Is The Proper Method Of Recourse, And Is An Adequate Remedy At Law
  - Redwood MHP and the tenants at the Park are governed by the Arizona Mobile Home Parks Residential Landlord and Tenant Act as set forth under A.R.S. §§ 33-1401 to 33-1419 ("the MHP Act"), and also any lease agreement entered into between Defendant Redwood MHP and the tenants at the Park.
  - Tenants for proper cause may terminate their rental agreements as follows:
    - For health and safety violations, with a 10/20 day notice to the landlord (10 days to cure or the tenancy will end in 20 days). A.R.S. § 33-1471(A);
    - For non-health and safety violations, with a 14/30 day notice to the landlord. A.R.S. § 33-1471(A).
  - At no time during Defendant Redwood's ownership of the Park has any tenant provided a 14/30 day notice for material breach of the rental agreement, and/or a 10/20 day notice for a noncompliance on the part of the Park with A.R.S. § 33-1434 materially affecting health and safety.
  - Additionally, all of the tenants at the Park are on a month-to-month lease agreement that can be terminated by the tenants at any time after giving a 30-day notice.
- The Arizona Department Of Housing Has Statutorily Created Jurisdiction To Investigate And Refer Violations To The Office Of Administrative Hearings
  - Arizona has an Office of Manufactured Housing within the Arizona Department of Housing that was created to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes and accessory structures, installation of manufactured and mobile homes, factory-built buildings and accessory structures.
  - Tenants can file a complaint with the mobile home parks hearing officer. Complaints may include claims of violations of mobile home space rental agreements or the Mobile Home Parks Residential Landlord Tenant Act. Complaints are filed with the Arizona Department of Housing pursuant to A.R.S. §§ 41-4062, 41-4063, 41-4064 and 41-4065.
  - The Office of Manufactured Housing has the power to inspect, order and enforce compliance if a mobile home park is not maintaining the park up to the standards imposed by law. *See A.R.S. § 41-4002*

- At no time have any of the tenants at Redwood MHP filed a complaint against the Park with the Arizona Office of Manufactured Housing alleging that the Park is not up to the standards imposed by law regarding the electrical system and/or any other matter.
- The Consumer Fraud Act Does Not Apply To Rental Of Mobile Home Spaces
  - Given the fact that the lot spaces are leased and not sold, and because the lots are not subject to deed restrictions imposed as part of a previous sale, the consumer fraud act does not apply to this particular matter concerning rental of mobile home *spaces*. A.R.S. §§ 44-1521 to 44-1534

### **III. SETTLEMENT DEMAND/SPECIFIC AMOUNT FOR WHICH THE CLAIM MAY BE SETTLED**

Our clients would prefer to resolve this claim in an expedited fashion without the need for litigation. Therefore, they will agree to completely release all of their claims regarding this matter if the State of Arizona and the Office of the Attorney General pays fair compensation for damages. Pursuant to the requirements of A.R.S. §12-821.01, our clients offer to settle **all** of their claims in exchange for the total sum of **\$2,500,000.00**.

### **IV. CONCLUSION**

Please understand that this Notice of Claim letter, and the settlement amount specified above, are submitted to you exclusively in the course of settlement negotiations. Our clients do not intend that any of the statements in this Notice of Claim letter be considered as evidence of admissions in any ongoing or subsequent litigation, arbitration or trial. Furthermore, our clients offer to settle in exchange for receipt of the above settlement amount in an effort to resolve all claims without the delay and inconvenience of litigation. However, this amount represents a compromised value of their claims. Therefore, if you decline to tender the proposed settlement amount, and if litigation is commenced, our clients may subsequently request an increased settlement amount which may more accurately represent the full value of their claim.

Please feel free to contact our office if you have any questions or wish to discuss any matters addressed in this Notice of Claim letter.

Sincerely,

**EVANS, DOVE, NELSON, FISH & GRIER PLC**

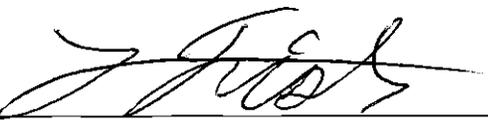


Douglas N. Nelson  
Trevor J. Fish

Enclosures:

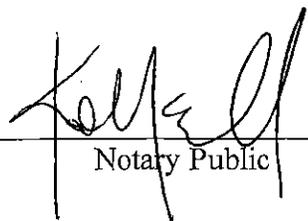
- Verified Complaint For Permanent Injunction, Monetary Judgment, Civil Penalty Judgment, And Other Relief
- Answer (by Redwood Thunderbird MHPS, LLC d/b/a Redwood Mobile Home Park, and Boavida Communities, LLC, d/b/a Boavida Communities)

I do hereby swear or affirm under penalty of perjury that the statements made herein are true and correct to the best of my knowledge.

By:   
Trevor J. Fish

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

SUBSCRIBED AND SWORN TO and acknowledged before me by Trevor J. Fish, the Testator herein, and subscribed and sworn to before me by the foregoing witnesses on this 26 day of January, 2026.

  
Notary Public

