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**FILED**  
6/27/07 4:37pm  
MICHAEL K. JEANES, Clerk  
By J. Meilus  
T. Meilus, Deputy

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2 The Attorney General  
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17 Attorneys for Plaintiff

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

21 THE STATE OF ARIZONA ex rel. TERRY  
22 GODDARD, the Attorney General; and THE  
23 CIVIL RIGHTS DIVISION OF THE ARIZONA  
24 DEPARTMENT OF LAW,

25 Plaintiff,

26 vs.

27 AIMCO Los Arboles, LP, a Delaware Limited  
28 Partnership, and AIMCO Properties, LP, a  
Delaware Limited Partnership,

Defendants.

No. CV2006-017701

**CONSENT DECREE**

(Assigned to Hon. Kenneth Fields)

1 On November 17, 2006, Plaintiff, the State of Arizona, through Attorney General  
2 Terry Goddard and the Civil Rights Division (collectively "the State"), filed the above-  
3 captioned Complaint in Maricopa County Superior Court under CV2006-017701 against  
4 Defendants AIMCO Los Arboles, LP, a Delaware limited partnership, and AIMCO  
5 Properties, LP, a Delaware limited partnership ("Defendants"), alleging that they engaged in  
6 disability discrimination against James Hayes, a prospective tenant, in violation of A.R.S. §  
7 41-1491.19 of the Arizona Fair Housing Act, when they failed to grant him a reasonable  
8 accommodation of having a co-signer to satisfy the income criteria for renting an apartment.

9  
10 Defendant AIMCO Los Arboles, LP owns the Los Arboles apartment complex located  
11 in Chandler, Arizona. Defendant AIMCO Properties, LP is a limited partner in AIMCO Los  
12 Arboles, LP and other partnerships that own and operate conventional apartment communities  
13 in Arizona and nationwide. Defendants are affiliates of Apartment Investment and  
14 Management Company, a Maryland corporation ("AIMCO").

15 AIMCO is a self-administered and self-managed real estate investment trust engaged  
16 in the acquisition, ownership, redevelopment and management of apartment properties. As of  
17 December 31, 2006, AIMCO owned and/or managed a real estate portfolio of 1,256  
18 apartment communities containing 216,413 apartment units located in 46 states, the District  
19 of Columbia and Puerto Rico. AIMCO manages its apartment communities in Arizona and  
20 throughout the United States (collectively "the AIMCO properties") through the following  
21 five AIMCO affiliates (collectively "the AIMCO management entities"): NHPMN  
22 Management, LLC, which manages certain properties in approximately 43 states and the  
23 District of Columbia; NHPMN Management, L.P. which manages properties in  
24 approximately 5 states; NHPMN State Management, Inc. which manages properties in  
25 approximately 2 states; OP Property Management, L.P. which manages properties in  
26 approximately 5 states; and OP Property Management, LLC which manages properties in  
27 approximately 43 states and the District of Columbia. The AIMCO management entities have  
28 legal authority to implement the terms of this Decree at all the AIMCO properties

1 nationwide. In consideration for the terms of this Decree, the AIMCO management entities  
2 consent to the Court's jurisdiction and agree to be bound by this Decree.

3 The State, the Defendants, and the AIMCO management entities (collectively "the  
4 parties") desire to resolve the issues raised by the Complaint without the time, expense and  
5 uncertainty of further contested litigation. The parties expressly acknowledge that this  
6 Decree is the compromise of disputed claims and Defendants acknowledge no wrongdoing  
7 whatsoever. The Defendants agree to be bound by this Decree and not to contest that it was  
8 validly entered into in any subsequent proceeding to implement or enforce its terms. The  
9 parties, therefore, have consented to the entry of this Decree, waiving trial, findings of fact  
10 and conclusions of law.

11 It appearing to the Court that entry of this Decree will further the objectives of the  
12 Arizona Civil Rights Act ("ACRA"), and that the Decree fully protects the parties and the  
13 public with respect to the matters within the scope of this Decree,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

15 ***JURISDICTION***

16 1. This Court has jurisdiction over the subject matter of this action and over the  
17 parties, and venue in Maricopa County is proper. The allegations of the Complaint, if proved,  
18 are sufficient to state a claim upon which relief may be granted against Defendants under the  
19 ACRA.

20 ***RESOLUTION OF THE COMPLAINT***

21 2. This Decree resolves all issues and claims set forth in the State's Complaint.  
22 This Decree also resolves all issues relating to acts and practices of discrimination to which  
23 this Decree is directed.

24 ***RELEASE***

25 3. Except for the obligations of Defendants and the AIMCO management entities  
26 that are expressly set forth in this Decree, the Defendants, their agents, employees,  
27 successors, assigns, as well as all entities related to Defendants that own or operate properties  
28



1 in Arizona, and all persons in active concert or participation with Defendants, are released  
2 from any and all civil liability to the State for the counts alleged in the Complaint in this  
3 matter.

4 ***COMPLIANCE WITH ACRA***

5 4. The Defendants agree that they shall abide by Arizona's civil rights laws.

6 ***NO RETALIATION***

7 5. The Defendants shall not retaliate against James Hayes or any other person in  
8 any way for that person's opposition to a practice made unlawful by the ACRA, or for  
9 participation in the State's administrative proceedings or litigation in this case.

10 ***POLICY CHANGES***

11 6. Within sixty (60) days of the effective date of this Decree, Defendants and the  
12 AIMCO management entities shall adopt a policy of granting a reasonable accommodation to  
13 allow any otherwise qualified applicant or tenant to use a guarantor when, because of  
14 disability, the applicant or tenant cannot meet Defendants' financial qualification criteria for  
15 residing at the AIMCO properties ("the new reasonable accommodation policy"). The  
16 Defendants and the AIMCO management entities will adopt this new reasonable  
17 accommodation policy at all of the AIMCO properties in Arizona and throughout the United  
18 States. Defendants and the AIMCO management entities provide to all their employees at all  
19 the conventional, non-government subsidized AIMCO residential rental properties in Arizona  
20 and throughout the United States, an identical operating manual ("the Operating Manual").  
21 Defendants and the AIMCO management entities also use identical resident selection criteria  
22 ("the Resident Selection Criteria") and make the Resident Selection Criteria available to all  
23 prospective residents and tenants at all conventional, non-government subsidized AIMCO  
24 residential rental properties in Arizona and throughout the United States. Defendants and the  
25 AIMCO management entities shall communicate the new reasonable accommodation policy  
26 to their employees at all the conventional AIMCO properties in Arizona and throughout the  
27 United States, by revising the content of the Operating Manual and the Resident Selection  
28

1 Criteria form, and shall communicate the new reasonable accommodation policy to their  
2 employees at all the AIMCO properties through the Fair Housing training used in Arizona  
3 and throughout the United States, as outlined more fully in Paragraphs 7, 8, 10, 11 and 12 of  
4 this Consent Decree.

5       **7. Operating Manual.** Within thirty (30) days of the effective date of this Decree,  
6 Defendants and the AIMCO management entities will revise the Fair Housing section of the  
7 Operating Manual and submit the revised Fair Housing section of the Operating Manual for  
8 review by the State. The revised Fair Housing section will provide an explanation of  
9 Defendants' obligation to provide reasonable accommodations upon request to prospective  
10 residents and tenants with disabilities when necessary for them to have equal opportunity to  
11 use and enjoy a dwelling at the AIMCO properties and when such accommodations do not  
12 impose an undue burden. By September 1, 2007, Defendants and the AIMCO management  
13 entities will distribute the revised Fair Housing section of the Operating Manual to all of its  
14 conventional properties in Arizona and throughout the United States in the same manner as  
15 Defendants and the AIMCO management entities provide periodic updates to the Operating  
16 Manual.

17       **8. Resident Selection Criteria.** Within thirty (30) days of the effective date of  
18 this Decree, Defendants and the AIMCO management entities shall revise their Resident  
19 Selection Criteria form, and submit the revised form for review by the State. The revised  
20 Resident Selection Criteria form will include the following statement: "In instances where  
21 sufficient income requirements cannot be met because of the applicant's disability, the  
22 Community will accept pre-paid rent or a guarantor if requested by the applicant." The  
23 statement will appear in a size and font at least as large as the other text and will be placed in  
24 the Income History Section of the Resident Selection Criteria form. By September 1, 2007,  
25 Defendants and the AIMCO management entities will distribute the revised Resident  
26 Selection Criteria form to all AIMCO conventional properties in Arizona and throughout the  
27 United States in the same manner customarily used by AIMCO to instruct employees at the  
28

1 communities about immediate use of revised forms.

2 ***POSTER***

3 9. Defendants and the AIMCO management entities shall keep posted at all times  
4 a poster provided by the State which states, in English and Spanish, that discrimination in  
5 housing based on race, color, national origin, religion, sex, disability or familial status is  
6 prohibited. The poster shall be kept in a conspicuous, well-lighted place available to  
7 prospective residents and tenants in the common area of each of Defendants' Arizona  
8 properties.

9 ***TRAINING***

10 10. Defendants and the AIMCO management entities currently use both in-person  
11 and computer online training methods to provide Fair Housing training to employees at all the  
12 AIMCO properties in Arizona and throughout the United States. Within sixty (60) days of  
13 the effective date of this Decree, Defendants and the AIMCO management entities shall  
14 revise the curriculum of the current online and in-person Fair Housing training to expand the  
15 unit about disability discrimination in accordance with Paragraph 11 of this Consent Decree,  
16 and shall submit the revised curriculum for review by the State. After Defendants revise the  
17 curriculum in accordance with Paragraph 11, they shall use the revised curriculum when  
18 providing fair housing training to employees at both government subsidized and conventional  
19 AIMCO properties in Arizona and throughout the United States.

20 11. The revised online Fair Housing training curriculum will include, in writing: (a)  
21 an explanation of the reasonable accommodation requirement under the Fair Housing Act; (b)  
22 clarification about the differences between the reasonable accommodation and reasonable  
23 modification provisions under the Fair Housing Act; (c) a description of the interactive  
24 accommodation process; (d) an explanation that a disabled prospective resident or tenant  
25 triggers the interactive accommodation process by making clear that the prospective resident  
26 or tenant is requesting a change or adjustment to a rule, policy, practice or service; (e) an  
27 explanation that the reasonable accommodation request need not be in writing or use the  
28



1 words "reasonable accommodation" to constitute a request for reasonable accommodation;  
2 and (f) examples to illustrate the revised Fair Housing training curriculum, including an  
3 example addressing the accommodation of permitting a guarantor for a person who does not  
4 meet Defendants' financial requirements because of disability. The revised in-person Fair  
5 Housing training will also include the topics contained in subsections (a) – (f) of this  
6 Paragraph.

7 12. Within six months of the effective date of the Consent Decree, Defendants and  
8 the AIMCO management entities shall train all of their current supervisors, managers and  
9 employees who accept inquiries from prospective tenants and residents at the AIMCO  
10 properties in Arizona about Fair Housing. Thereafter, Defendants and the AIMCO  
11 management entities will train all new supervisors, managers and employees who accept  
12 inquiries from prospective residents and tenants at any of the AIMCO properties in Arizona  
13 about Fair Housing within thirty (30) days from the date of hire. Defendants and the AIMCO  
14 management entities shall use the revised Fair Housing training curriculum referred to in  
15 Paragraph 11.

16 ***MONETARY RELIEF FOR AGGRIEVED PARTY***

17 13. Defendants shall, within fourteen (14) days after the effective date of this  
18 Decree, pay to James Hayes the sum of Two Thousand Dollars (\$2,000.00). Such payment  
19 shall be made in the form of a cashier's check made payable to James Hayes and transmitted  
20 to the State as indicated in paragraph 16 of this Decree.

21 ***MONITORING FEES FOR THE STATE***

22 14. Defendants shall, within fourteen (14) days after the effective date of this  
23 Decree, pay to the State the sum of One Thousand Dollars (\$1,000.00) to monitor compliance  
24 with the provisions of this Decree and to enforce civil rights in Arizona. Such payment shall  
25 be made in the form of a cashier's check made payable to "The Arizona Attorney General's  
26 Office." Monitoring shall include but not be limited to reviewing and approving the revised  
27 Fair Housing Section of the Operating Manual, the Resident Selection Criteria form, the  
28

1 revised online fair housing training curriculum; adoption and dissemination of the revised  
2 Operating Manual and Resident Selection Criteria; completion of Fair Housing training; and  
3 otherwise ensuring Defendants' compliance with the terms of this Decree.

4 ***REPORTS***

5 15. In addition to the reporting requirements contained in Paragraphs 7, 8 and 10 of  
6 this Consent Decree, Defendants shall provide written reports to the State commencing six (6)  
7 months after the effective date of this Decree, and annually thereafter for the remainder of this  
8 Decree. The annual reports shall be in letter form from Defendants' Legal Department and  
9 shall confirm: (1) that the new reasonable accommodation policy and the related changes to  
10 the Operating Manual, Resident Selection Criteria, and the Fair Housing training curriculum  
11 to be adopted pursuant to Paragraphs 6, 7, 8, 10 and 11 of this Consent Decree are in effect;  
12 and (2) that Defendants have carried out the Arizona training required by Paragraph 12 of this  
13 Consent Decree.

14 ***NOTICE***

15 16. When this Decree requires the submission of payment, reports, notices or  
16 materials for review to the State, they shall be mailed to: Sandra R. Kane, Assistant Attorney  
17 General, Office of the Attorney General, Civil Rights Division, 1275 W. Washington,  
18 Phoenix, Arizona 85007, or her successor(s). When this Decree requires the State to submit  
19 any notices to the Defendants, they shall be mailed to: Nick Billings, Vice President and  
20 Assistant General Counsel, AIMCO, 4582 S. Ulster Street Parkway, Suite 1100, Denver,  
21 Colorado 80327, or his successor(s).

22 ***REVIEW BY THE STATE***

23 17. When this Decree requires the State to review revised documents and training  
24 materials, the State will review the documents to determine if they meet the minimum  
25 requirements set forth in the applicable paragraphs of this Decree, and return the draft  
26 curriculum with any comments within fourteen (14) days of receipt of the document.

27 / / /



1                    ***CONTINUING JURISDICTION OF THE COURT***

2                    18. The Court shall retain jurisdiction over both the subject matter of this Consent  
3 Decree and the parties for two years from the date of entry of this Decree to effectuate and  
4 enforce this Decree. The State may, for good cause shown, petition this Court for compliance  
5 with this Decree at any time during the period that this Court maintains jurisdiction over this  
6 action. In the event that Defendants fail to comply in a timely fashion with the requirements  
7 of this Consent Decree, the parties will engage in good faith efforts to resolve the delay. If,  
8 however, the good faith efforts to resolve the delay are unsuccessful, the State may petition  
9 the Court to seek compliance with the Decree. For purposes of this paragraph, good faith  
10 efforts shall mean that the State shall notify the Defendants in writing of the alleged failure to  
11 comply with specific requirements of the Decree. Defendants shall have 15 days to respond  
12 in writing and to reach an agreement with the State to cure any alleged failure to comply with  
13 this Decree. If no agreement is reached or the failure to comply is not cured, the parties  
14 agree that the State may seek a liquidated penalty of \$20,000 should Defendants or the  
15 AIMCO management entities fail to implement the provisions of Paragraphs 6, 7, 8, 10, 11,  
16 and 12, or report compliance under Paragraphs 15 and 16 of the Consent Decree. In the event  
17 either the State does not submit any petitions for compliance with the Decree or the Court  
18 determines that Defendants and the AIMCO management entities have complied with the  
19 Decree, the Decree shall automatically expire and the Court shall lose jurisdiction over this  
20 action on the date two years after entry of the Decree.

21                    19. This Consent Decree may be modified only by order of this Court. Should  
22 Defendants' or the AIMCO management entities' business practices change during the term  
23 of the Consent Decree affecting the continued use of the Operating Manual, Resident  
24 Selection Criteria or the revised Fair Housing training curriculum in the manner set forth  
25 above, the parties agree that Defendants will notify the State. The parties to this Consent  
26 Decree shall endeavor in good faith to resolve informally any differences regarding  
27 modification of this Consent Decree prior to bringing such matters to the Court for resolution.

1 For purposes of this paragraph, good faith efforts shall mean that the Defendants shall notify  
2 the State in writing of any request for modification of the terms of the Consent Decree related  
3 to change in Defendants' or the AIMCO management entities' business practices. The State  
4 shall respond in writing within 15 days of receipt of Defendants' notice of request for  
5 modification to advise whether it will agree to the requested modification. Should the parties  
6 agree on the requested modification or an alternate modification, the parties will enter into a  
7 stipulation to modify the Consent Decree, and submit the stipulation and a proposed order for  
8 approval by the Court. Should the parties not concur about Defendants' requested  
9 modification or an alternate modification within 30 days of the date of Defendants' notice of  
10 request for modification of the terms of the Consent Decree, Defendants may petition the  
11 Court for modification of the terms and conditions of this Consent Decree.

12 ***MISCELLANEOUS PROVISIONS***

13 20. This Decree shall be binding on Defendants, their agents, employees,  
14 successors, assigns and all persons in active concert or participation with Defendants,  
15 including the AIMCO management entities.

16 21. This Decree shall be governed in all respects by the laws of the State of  
17 Arizona.

18 22. The parties shall bear their respective attorneys' fees and costs incurred in this  
19 action up to the date of entry of this Decree. In any action brought to assess or enforce  
20 Defendants' or the AIMCO management entities' compliance with the terms of this Decree,  
21 the Court may in its discretion award reasonable costs and attorneys' fees to the prevailing  
22 party.

23 ***EFFECTUATING CONSENT DECREE***

24 23. The parties agree to the entry of this Decree upon final approval by the Court.


25 / / /

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27 / / /

1           24.    The effective date of this Decree shall be the date that it is entered by this  
2 Court.

3           **ENTERED AND ORDERED** this 25<sup>th</sup> day of JUNE 2007.

6  
7   
8 ~~Hon. Kenneth Fields~~  
9 Maricopa County Superior Court  
10 JOHN A. BUTTRICK

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1 **CONSENT TO DECREE**

2 1. On behalf of Defendant AIMCO Properties, LP, I acknowledge that I have read  
3 the foregoing Consent Decree, and that Defendant AIMCO Properties, LP is aware of its right  
4 to a trial in this matter and has waived that right.

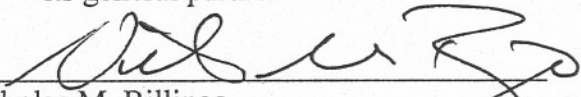
5 2. Defendant AIMCO Properties, LP agrees to the jurisdiction of the Court, and  
6 consents to entry of this Consent Decree.

7 3. Defendant AIMCO Properties, LP states that no promise of any kind or nature  
8 whatsoever (other than the terms of this Consent Decree) was made to induce it to enter into  
9 this Consent Decree, that it has entered into this Consent Decree voluntarily, and that this  
10 Consent Decree constitutes the entire agreement between Defendants and the State.

11 4 I am the Vice President and Assistant General Counsel of the general partner of  
12 AIMCO Properties, LP, and, as such, have been authorized by AIMCO Properties, LP to enter  
13 into this Consent Decree for and on behalf of AIMCO Properties, LP.

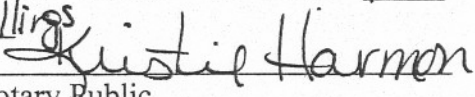
14 AIMCO PROPERTIES, LP,  
15 a Delaware limited partnership

16 By: AIMCO-GP, INC.,  
17 a Delaware corporation,  
18 its general partner

19 By   
20 Nicholas M. Billings  
21 Vice President and Assistant General Counsel

21 State of Colorado )  
22 ) SS.  
23 City & County of Denver )

24 SUBSCRIBED AND SWORN, to before me this 10<sup>th</sup> day of  
25 June, 2007, by Nicholas M. Billings

  
26 Notary Public

27 My Commission Expires:  
28 7/15/2009

**KRISTIE L. HARMON**  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 7/15/2009

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**CONSENT TO DECREE**

1. On behalf of Defendant AIMCO Los Arboles, LP, I acknowledge that I have read the foregoing Consent Decree, and that Defendant AIMCO Los Arboles, LP is aware of its right to a trial in this matter and has waived that right.

2. Defendant AIMCO Los Arboles, LP agrees to the jurisdiction of the Court, and consents to entry of this Consent Decree.

3. Defendant AIMCO Los Arboles, LP states that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce it to enter into this Consent Decree, that it has entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between Defendants and the State.

4. I am the Vice President and Assistant General Counsel of AIMCO Los Arboles, LP, and as such, have been authorized by AIMCO Los Arboles, LP to enter into this Consent Decree for and on behalf of AIMCO Los Arboles, L.P.

AIMCO LOS ARBOLES, LP,  
a Delaware limited partnership

By: AIMCO Holdings, L.P.,  
a Delaware limited partnership,  
its General Partner

By: AIMCO Holdings QRS, Inc.,  
a Delaware corporation,  
its General Partner

By   
Nicholas M. Billings  
Vice President and Assistant General Counsel

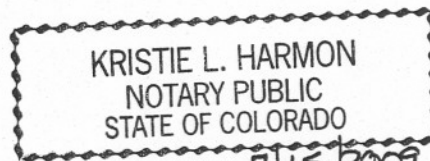
1 State of Colorado )  
2 ) SS.  
3 County of Denver )

4 SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of  
5 June, 2007, by Nicholas M. Billings

6 Kristie Harmon  
7 Notary Public

8 My Commission Expires:

9 7/15/2009



10 My Commission Expires 7/15/2009

11 **CONSENT TO DECREE BY AIMCO MANAGEMENT ENTITIES**

12 NHPMN MANAGEMENT, LLC,  
13 a Delaware limited liability company

14 By: AIMCO/Bethesda Holdings, Inc.,  
15 a Delaware corporation,  
16 its Sole Member

17 By Nicholas M. Billings  
18 Nicholas M. Billings  
19 Vice President and Assistant General Counsel

20 NHPMN MANAGEMENT, L.P.,  
21 a Delaware limited partnership

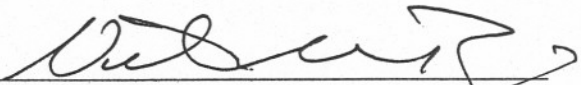
22 By: NHPMN-GP, Inc.,  
23 a Delaware corporation,  
24 its General Partner

25 By Nicholas M. Billings  
26 Nicholas M. Billings  
27 Vice President and Assistant General Counsel  
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NHPMN STATE MANAGEMENT, INC.,  
a Delaware corporation

By   
Nicholas M. Billings  
Vice President and Assistant General Counsel

OP PROPERTY MANAGEMENT, L.P.,  
a Delaware limited partnership


By: NHPMN-GP, Inc.,  
a Delaware corporation,  
its Managing General Partner

By   
Nicholas M. Billings  
Vice President and Assistant General Counsel

OP PROPERTY MANAGEMENT, LLC,  
a Delaware limited liability company

By: AIMCO Properties, L.P.,  
a Delaware limited partnership,  
its Sole Member

By: AIMCO-GP, INC.,  
a Delaware corporation,  
its general partner

By   
Nicholas M. Billings  
Vice President and Assistant General Counsel

///  
///

1 APPROVED AS TO FORM AND SUBSTANCE:

2 JARDINE, BAKER, HICKMAN  
3 & HOUSTON, PLLC

TERRY GODDARD  
Attorney General

4  
5 By 

6 Kendall D. Steele  
7 3300 N. Central Ave., Suite 2600  
8 Phoenix, Arizona 85004  
9 Attorneys for Defendants

By 

Sandra R. Kane  
Rose A. Daly-Rooney  
Assistant Attorneys General  
1275 W. Washington  
Phoenix, Arizona 85007  
Attorneys for Plaintiff

10  
11 Date: 6/18/07

Date: 6/19/07

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