

MAY 16 2025 3:33 p.m.

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, *ex rel.* KRISTIN K.
MAYES, the Attorney General, and the CIVIL
RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,

Plaintiff,

vs.

SHIRLEY ANN ENTERPRISES, LLC, an
Arizona Limited Liability Company

Defendant.

Case No.: CV2024-000410

CONSENT DECREE

(Hon. Randall Warner)

Plaintiffs State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General, through the

1 Civil Rights Division of the Arizona Department of Law ("the State"), and Defendant Shirley
2 Ann Enterprises, LLC ("Defendant") (collectively, the "Parties"), come before this Court with
3 the desire to resolve the issues raised in this Complaint and therefore stipulate to the entry of this
4 Consent Decree.

5 BACKGROUND

6 1. On January 5, 2024, the State filed this public enforcement action against
7 Defendant under the Arizona Fair Housing Act, A.R.S. §§ 41-1491, *et seq.* ("AFHA"). The State
8 alleged in its Complaint that Defendant discriminated against Aggrieved Persons [REDACTED]
9 ("[REDACTED]") and her daughter [REDACTED] ("[REDACTED]") ("the Aggrieved Persons"), based on
10 [REDACTED] disability by refusing to renew [REDACTED] and [REDACTED] lease, in violation of A.R.S. § 41-
11 1491.19(A)(1), and by retaliating against and interfering with [REDACTED] and [REDACTED] housing rights,
12 in violation of A.R.S. § 41-1491.18. Defendant denies the allegations.

13 2. Defendant was served a copy of the Complaint, has been advised of its right to a
14 trial in this matter, and has waived the same. Defendant stipulates to jurisdiction of this Court
15 over the subject matter and the Parties, stipulates that this Court may enter the following Findings
16 of Fact, Conclusions of Law, and Judgment, and acknowledges that this Court will retain
17 jurisdiction for the purpose of enforcing this Consent Decree.

18 3. The Parties desire to resolve the issues raised in the Complaint in order to avoid
19 the time, expense, and uncertainty of further contested litigation. There has been no adjudication
20 of any claim or finding of any liability, or lack thereof, on the part of Defendant.

21 4. The Parties agree to be bound by this Consent Decree and to not contest whether it
22 was validly entered into in any subsequent proceeding to implement or enforce its terms.

23 PARTIES

24 5. The Civil Rights Division (the "Division") of the Arizona Department of Law is an
25 administrative agency of the State of Arizona established by A.R.S. § 41-1401 to administer and
26

1 enforce the provisions of the Arizona Fair Housing Act, A.R.S. §§ 41-1491, *et seq*, including the
2 AFHA.

3 6. The State is authorized to bring this action on its own behalf and on behalf of [REDACTED]
4 and [REDACTED], Aggrieved Persons under A.R.S. § 41-1491(1)(a).

5 7. Defendant is an Arizona limited liability company doing business in Arizona.
6 Defendant owns six rental properties in Flagstaff, Arizona, including the property located at 119
7 South O'Leary Street, Unit 2, Flagstaff, Arizona 86001 (the "Subject Property").

8 8. Defendant is Manager Managed and is managed by James Berthoud ("Berthoud")
9 and the Trustee of the James and Phyllis Berthoud Trust.

10 9. Defendant has two members, Berthoud and Phyllis Berthoud ("Phyllis").

11 10. During the allegations in the Complaint, Berthoud was acting as an agent and
12 manager of Defendant.

13 JURISDICTION

14 11. This Court has jurisdiction over the subject matter of this action and over the
15 Parties. Venue in Maricopa County is proper, pursuant to A.R.S. § 12-401.

16 12. The allegations of the Complaint, if proven, are sufficient to state claims upon
17 which relief could be granted against Defendant under the AFHA.

18 13. This Court has jurisdiction over the Complaint and the Parties necessary for the
19 Court to enter this Consent Decree and any orders hereafter appropriate pursuant to A.R.S. § 41-
20 1491.34 and this Consent Decree.

21 FINDINGS OF FACT

22 The State alleges that the following conduct of Defendant constitutes a violation of the
23 AFHA.

24 14. On or about July 1, 2020, [REDACTED] began a one-year lease at Subject Property for her
25 daughter, [REDACTED]. [REDACTED] was listed as a tenant on the lease.

1 15. [REDACTED] dog, [REDACTED], is an assistance animal that alleviates the symptoms of her
2 disabilities. [REDACTED] is necessary to afford [REDACTED] an equal opportunity to use and enjoy the
3 housing of her choice.

4 16. On November 10, 2020, Berthoud texted [REDACTED] to inform her that he and Phyllis
5 would not allow [REDACTED] to reside at the Subject Property.

6 17. [REDACTED] renewed her lease to rent the Subject Property for another year starting
7 July 2021. The lease was signed by [REDACTED].

8 18. On August 24, 2021, [REDACTED] renewed her request for a reasonable
9 accommodation. With her request, [REDACTED] emailed Berthoud a letter from a psychologist
10 describing how [REDACTED] mitigates the symptoms of her disability.

11 19. On August 25, 2021, Berthoud responded, "I am not happy with what you are doing
12 but you have the right. Hopefully this will ease your anxiety."

13 20. On or about March 8, 2022, Berthoud told [REDACTED], in a recorded conversation,
14 that he would be moving into Unit 1, next to the unit [REDACTED] was renting, and that he would
15 have "every right to make sure the dog moves."

16 21. On March 8, 2022, Berthoud informed [REDACTED] that he would be increasing her
17 monthly rent from \$2,200 to \$2,700.

18 22. After the conversation on March 8, 2022, Berthoud texted [REDACTED] to inform her of
19 the rent increase. He also noted that he and [REDACTED] needed to talk.

20 23. The following day, on March 9, 2022, Berthoud texted [REDACTED] that he would not be
21 renewing the lease.

22 24. In the time that Defendant owned and operated the dwellings located on 119 South
23 O'Leary Street, Berthoud had never issued a non-renewal because of a tenant's conduct.

24 25. The State alleged in its Complaint that Defendant did not renew [REDACTED] and
25 [REDACTED] lease because of [REDACTED] disability related need for an assistant animal.
26

1 26. The State alleged in its Complaint that Defendant's threat of increased rent and
2 ultimate non-renewal of [REDACTED] and [REDACTED] lease was done in retaliation for them engaging in
3 protected activity and unlawfully interfered with their rights and protections under the AFHA.

4 **CONCLUSIONS OF LAW**

5 The State alleged the following conclusions of law:

6 27. Following an investigation conducted under A.R.S. § 41-1491.24, and pursuant to
7 A.R.S. § 41-1491.29(A), the Division found reasonable cause to believe that Defendant
8 discriminated against [REDACTED] and [REDACTED] because of [REDACTED] disability and interfered with
9 [REDACTED] and [REDACTED] fair housing rights, in violation of the AFHA.

10 28. [REDACTED] is a person with a disability as defined by and protected from unlawful
11 discrimination through the AFHA. A.R.S. § 41-1491(5).

12 29. [REDACTED] has a disability-related need for her assistance animal, [REDACTED].

13 30. [REDACTED] is associated with a person with a disability and is protected from unlawful
14 discrimination based on [REDACTED] disability through the AFHA. A.R.S. § 41-1491.19(A)(3).

15 31. Defendant is a person as defined by the AFHA and is therefore subject to the
16 AFHA's prohibitions against unlawful discrimination and housing interference. A.R.S. § 41-
17 1491(9).

18 32. The Subject Property is a dwelling within the meaning of the AFHA. A.R.S. § 41-
19 1491(7).

20 33. Pursuant to the AFHA, it is unlawful housing discrimination in violation of A.R.S.
21 § 41-1491.19(A)(1) to discriminate in the sale or rental of a dwelling or otherwise make housing
22 unavailable because of an individual's disability.

23 34. Pursuant to the AFHA, it is unlawful discrimination to refuse to make a reasonable
24 accommodation when necessary to ensure an individual with a disability housing of her choice.

25 35. Defendant, through its agent, engaged in unlawful housing discrimination in
26 violation of A.R.S. § 41-1491.19(A)(1) and (3), (B)(1) and (3), and (E)(2) when it denied [REDACTED]

1 and [REDACTED] the right to housing of their choice due to [REDACTED] disability and failed to provide
2 [REDACTED] with a reasonable accommodation to allow her to reside at the Subject Property with her
3 assistance animal.

4 36. [REDACTED] exercised a right under the AFHA when she requested a reasonable
5 accommodation to allow her emotional support animal to reside in the Subject Property, a request
6 that was necessary to afford her an equal opportunity to use and enjoy a dwelling, under A.R.S.
7 § 41-1491.19(E)(2).

8 37. Defendant, through its agent, engaged in unlawful interference in [REDACTED] and
9 [REDACTED] housing rights because [REDACTED] and [REDACTED] exercised protected activity under the AFHA.
10 A.R.S. § 41-1491.18.

11 ORDER

12 Upon stipulation of the Parties, and it appearing to the Court that entry of this Consent
13 Decree will fairly resolve the Complaint, **IT IS SO ORDERED, ADJUDGED AND**
14 **DECREED** as follows:

15 38. This Consent Decree and the relief set forth in this Consent Decree is final and
16 binding upon Defendant and its subsidiaries; its officers, agents, servants, and employees; and
17 those persons in active concert or participation with Defendant or any of Defendant's officers,
18 agents, servants, or employees.

19 39. Defendant agrees to comply fully with the provisions of the ACRA and agrees that
20 Defendant's housing practices, including rental application processes; lease entering, renewing,
21 and terminating; and disability-related accommodation request handling, will be conducted and
22 maintained in a manner that does not discriminate on the basis of disability, sex (including sexual
23 orientation and gender identity), religion, pregnancy, race, national origin, color, genetic testing,
24 or age. Defendant has a duty to comply fully, as required by law, with the AFHA. Defendant's
25 duty to comply with housing anti-discrimination laws continues after the conclusion of this
26 Consent Decree. Defendant shall not retaliate, harass, or intimidate against any individual who

1 engaged in protected activity under the AFHA, including any alleged victim of harassment,
2 discrimination, or retaliation and anyone who participates in an investigation by making a
3 complaint or being a witness.

4 **II. TERM**

5 40. The Court will retain jurisdiction over the subject matter of this Consent Decree,
6 the State, and the Defendant, to effectuate and enforce this Consent Decree and to resolve any
7 compliance disputes that arise, for three (3) years from the date of entry of this Consent Decree
8 (hereinafter referred to as the "Monitoring Period").

9 **III. MONETARY RELIEF**

10 41. Defendant shall pay [REDACTED] and [REDACTED] a total monetary settlement of thirty-five
11 thousand dollars (\$35,000) in compensatory damages ("Monetary Payment").

12 42. The Monetary Payment will be paid in thirteen (13) payments as set forth in this
13 Paragraph. All payments shall be made via cashier's check made payable to [REDACTED]
14 [REDACTED] and delivered to the Arizona Attorney General's Office, Division of Civil Rights
15 Section, to the attention of Julie Blumenreich or her successor, 2005 N. Central Ave., Phoenix,
16 AZ 85004 by the deadlines referenced below.

- 17 a. An initial payment of five thousand dollars (\$5,000) shall be delivered by
18 May 15, 2025.
- 19 b. Thereafter, Defendant shall deliver twelve (12) consecutive payments of
20 two thousand five hundred dollars (\$2,500) by the 15th day of each month
21 beginning on June 15, 2025. If the 15th day of a month falls on a Saturday,
22 Sunday, or State or Federal Holiday, the payment shall be due on the next
23 business day.
- 24 c. Failure to make any payment on the date due is noncompliance with this
25 Consent Decree, governed by the procedures provided in Paragraph 61.
- 26

1 43. The State makes no representation concerning the tax consequences, if any, of the
2 Monetary Payment included in this Consent Decree. Defendant acknowledges that it had the
3 opportunity to consult a tax advisor about the consequences of the monetary payment if it wished
4 to do so.

5 **V. INJUNCTIVE RELIEF**

6 **A. Compliance with the Arizona Fair Housing Act**

7 44. Pursuant to A.R.S. § 41-1491.34, Defendant, its officers, agents, employees, and
8 all others in active concert or participation with it, will not discriminate on the basis of disability
9 as prohibited by the AFHA, and is enjoined from engaging in any housing practice which
10 discriminates against applicants or residents on the basis of disability, including but not limited
11 to:

- 12 a. Discriminating in the sale or rental, or otherwise making housing
13 unavailable, or denying a dwelling to any buyer or renter, because of a
14 disability, or because of the disability of someone associated with the buyer
15 or renter, in violation of A.R.S. § 14-1491.19(A);
- 16 b. Discriminating against any person in the terms, conditions, or privileges of
17 sale or rental of a dwelling or in the provision of services or facilities in
18 connection with the dwelling because of disability, in violation of A.R.S. §
19 14-1491.19(B);
- 20 c. Refusing to make reasonable accommodations in rules, policies, practices,
21 or services when such accommodations may be necessary to afford an equal
22 opportunity to use and enjoy a dwelling, in violation of A.R.S. § 14-
23 1491.19(E)(2); and
- 24 d. Coercing, intimidating, threatening or interfering with any person in the
25 exercise or enjoyment of, or having exercised or enjoyed, or on account of
26 his having aided or encouraged any other person in the exercise or

1 enjoyment of, any right granted or protected by the AFHA, in violation of
2 A.R.S. § 41-1491.18.

3 **B. Nondiscrimination Policies and Practices**

4 45. Within thirty (30) days of entry of this Consent Decree, Defendant shall create and
5 maintain a written Anti-Discrimination Policy that will contain, at a minimum, the following
6 statements: (a) Defendant prohibits discrimination based on disability, race, color, religion, sex,
7 familial status, and national origin; and (b) all units are available for sale, lease, or rental, as
8 applicable, on a nondiscriminatory basis.

9 46. Within thirty (30) days of entry of this Consent Decree, Defendant shall create and
10 maintain a Reasonable Accommodation Policy that applies to all Arizona properties owned,
11 operated, or managed by Defendant, its employees, or agents. The Reasonable Accommodation
12 Policy must, at a minimum, contain the following: (a) a statement that the Arizona Fair Housing
13 Act and the federal Fair Housing Act require Defendant and its agents, employees, and managers
14 to provide reasonable accommodations for any applicants, tenants, and residents who have a
15 disability as defined under the AFHA; (b) a statement that Defendant is committed to granting
16 reasonable accommodations when necessary to afford persons with disabilities the equal
17 opportunity to use and enjoy a dwelling at any and all of its rental units; (c) a statement that
18 reasonable accommodations may include waiving or modifying rules or policies to allow an
19 applicant or resident with a disability to keep an assistance animal, meaning an animal that does
20 work or performs tasks for the benefit of a person with a disability or provides emotional support
21 or other assistance that may be necessary to afford the person an equal opportunity to use and
22 enjoy housing; (d) a specific procedure through which an applicant or tenant may request a
23 reasonable accommodation or modification orally or in writing; (e) a statement that all reasonable
24 accommodation requests will be reviewed and Defendant will provide a written response to the
25 requesting individual before or within fourteen days; (f) a statement that if a person with a
26 disability believes that his/her request for a reasonable accommodation has been unlawfully

1 denied or that Defendant's response was unreasonably delayed, the person may file a complaint
2 with the Arizona Civil Rights Division of the Arizona Attorney General's Office at 2005 North
3 Central Avenue, Phoenix, Arizona 85004, Telephone (602) 542-5263, TDD (602) 542-5002 or
4 400 W. Congress Street, Tucson, Arizona 85701, Telephone (520) 628-6500, TDD (520) 628-
5 6872, or <https://www.azag.gov/complaints/civil-rights>.

6 47. Within ten (10) days of creating the policies identified in paragraphs 45-46 of this
7 Consent Decree (collectively, the "Policies"), Defendant shall produce to the State copies of the
8 Policies for the State's review. Within ten (10) business days from receipt of Defendant's
9 Policies, the State will review to confirm that the minimum requirements set forth in paragraphs
10 45-46 of this Consent Decree are included in the Policies. The State will submit all comments, if
11 any, by email to Defendant's attorney of record. Within seven (7) days from receipt of the State's
12 email, Defendant will incorporate the State's revisions to meet the minimum requirements in
13 paragraphs 45-46 of this Consent Decree and will produce to the State a copy of Defendant's
14 revised policies.

15 48. Within sixty (60) days of entry of this Consent Decree, Defendant shall adopt the
16 Policies and provide a copy of the Policies to all of Defendant's employees and/or agents who
17 have management or administrative duties with respect to the sale, leasing, or rental of housing
18 in Arizona. Defendant shall also provide the Policies to all new agents and/or employees who
19 have management or administrative duties with respect to the sale, leasing, or rental of housing
20 in Arizona within thirty (30) days of hire, or during training and orientation, whichever occurs
21 first. Defendant will obtain and maintain a signed acknowledgement from each employee and
22 agent confirming that the employee or agent has read and fully understands his/her obligations
23 and duties under the policies and this Consent Decree. Defendant shall retain copies of the
24 executed employee acknowledgement forms in the personnel file of the employee or agent.

25 49. Within ninety (90) days of entry of this Consent Decree, Defendant shall provide a
26 copy of the Policies to all current and/or prospective tenants of its Arizona properties.

1 **C. Training**

2 50. Within ninety (90) days of entry of this Consent Decree, Defendant's owners,
3 employees, and/or agents who have management or administrative duties with respect to the sale,
4 leasing, or rental of housing owned by Defendant shall attend training of not less than four (4)
5 hours by a qualified trainer regarding the Arizona Fair Housing Act and the federal Fair Housing
6 Act, including in particular their prohibitions against disability discrimination, and the Policies
7 referenced in paragraphs 45-46 of this Consent Decree. The training may be conducted virtually,
8 provided that the virtual training meets the minimum requirements included in this paragraph and
9 its subparts. At a minimum, the training, whether conducted virtually or in person, shall include:

- 10 a. A presentation section and a question and answer section;
- 11 b. Identification and discussion of the disability discrimination protections
12 under the Arizona Fair Housing Act and the federal Fair Housing Act;
- 13 c. The Department of Justice Frequently Asked Questions on Service
14 Animals;
- 15 d. The Department of Justice and U.S. Department of Housing and Urban
16 Development's ("HUD") Joint Statement on Reasonable Accommodations
17 under the Fair Housing Act;
- 18 e. HUD's Guidance FHEO-2020-01;
- 19 f. A copy of the Division's Civil Rights pamphlet, available online or through
20 request to the State; and
- 21 g. A copy of this Consent Decree.

22 51. For purposes of this Agreement, a qualified trainer is a person or agency that is
23 knowledgeable about the legal requirements under state and federal fair housing laws and was
24 not one of Defendant's employees or agents involved in the acts alleged as discriminatory by the
25 State. If there are costs associated with such training, Defendant shall pay for those costs.

26 52. Defendant shall provide the training referenced in paragraph 50 of this Consent

1 Decree to all of Defendant's new or promoted employees and/or agents who have management
2 or administrative duties with respect to the sale, leasing, or rental of housing in Arizona, at
3 Defendant's expense, within thirty (30) days of hire or promotion.

4 53. The resume or CV of the qualified trainer, all materials to be used in the trainings,
5 and the agenda for the trainings must be provided to the State for review no later than fifteen (15)
6 business days before the trainings are scheduled to occur. Within ten (10) business days of
7 receipt, the Division shall confirm whether the trainer and training meet the minimum
8 requirements for compliance with this Consent Decree or submit necessary modifications for
9 compliance. Defendant agrees that any State proposed modifications must be incorporated into
10 the training to meet the minimum requirements of this Consent Decree.

11 54. Defendant shall maintain attendance logs for the trainings. Such logs shall contain
12 at a minimum: (a) the date, time, and location of the training; (b) a list of names and positions of
13 all attendees; and (c) the name of the agency or individual presenting the training. Defendant
14 may satisfy the requirement of identifying the attendees by attaching a copy of a registration list
15 that includes the printed name and position of each attendee and his/her signature or other
16 notation affirming that the attendee completed the required training.

17 55. Within ten (10) days of the completion of each training, Defendant shall provide a
18 copy of the training materials and attendance log to Arizona Attorney General's Office, Division
19 of Civil Rights Section, c/o Maura Hilser or her successor, 400 W. Congress St., South Bldg.,
20 Suite S-315, Tucson, Arizona 85701 or maura.hilser@azag.gov.

21 **D. Poster**

22 56. Defendant shall keep posted at all times in a conspicuous, well-lighted place at
23 Defendant's Arizona dwellings, readily visible to residents, tenants, and prospective
24 residents/tenants of its Arizona properties, a poster which expressly provides that discrimination
25 in housing based on disability, race, color, religion, sex, familial status, or national origin is
26 prohibited by law. Within ten (10) days from entry of this Consent Decree, Defendant shall

1 provide the State with a photograph confirming the poster is posted and include a description of
2 the location of the poster.

3
4 **E. Record Keeping and Monitoring**

5 57. Defendant shall maintain all records concerning its implementation of the obligations
6 under this Consent Decree and its compliance with this Consent Decree throughout the
7 Monitoring Period, as defined in paragraph 40 of this Consent Decree. During the Monitoring
8 Period of this Consent Decree, Defendant shall maintain and keep available for inspection and
9 copying of the State, all records relating to all requests for reasonable accommodations and
10 related deliberations and communication for any applicant, tenant, and/or resident interested in
11 or residing at Defendant's Arizona properties.

12 58. Within one hundred eighty (180) days of the date of this Consent Decree,
13 Defendant shall make a written report to the State outlining its compliance with the Consent
14 Decree, including supplying documentation that demonstrates compliance, such as training
15 records and copies of check(s). After the initial report, Defendant shall report every one hundred
16 eighty (180) days thereafter for the remainder of the Monitoring Period. The Report shall include,
17 for the period covered by the Report:

- 18 a. A specific acknowledgment that Defendant has, for the instant reporting
19 period, complied with the requirements of the Consent Decree;
- 20 b. An attestation that all current and new employees and agents who have
21 management or administrative duties with respect to the sale, leasing, or
22 rental of housing related to Shirley Ann Enterprises, for the reporting period,
23 have received the policies referenced in this Consent Decree;
- 24 c. Copies of the attendance logs maintained for the training(s), for the instant
25 reporting period, as required in this Consent Decree;
- 26

- 1 d. A copy of the written Policies and Procedures in the initial report and
2 amendments, updates, or revisions to the Policies and Procedures, if any,
3 made in all subsequent reporting periods to date;
- 4 e. A copy of the employee acknowledgement forms for receiving the Policies
5 and Procedures referenced in this Consent Decree and a specific
6 acknowledgement that the forms have been returned from all the current
7 employees (in the first report) and have been returned by new hires (in
8 subsequent reports); and
- 9 f. Production of any and all internal or external complaints and grievances,
10 lawsuits, written complaints and/or charges pertaining to Shirley Ann
11 Enterprises, LLC regarding Defendant's noncompliance with the Arizona
12 Fair Housing Act or the federal Fair Housing Act, or alleging that Defendant
13 violated the ACRA and/or AFHA. The initial report shall include all such
14 internal or external complaints and grievances, lawsuits, written complaints
15 and/or charges received between May 1, 2022 and the date of the initial
16 report. All subsequent reports shall include all such internal or external
17 complaints and grievances, lawsuits, written complaints and/or charges
18 received during the period covered by that Report. For each complaint,
19 Defendant shall provide the date the internal or external complaint was
20 made; the name of the complainant; the tenant or applicant, if any, that was
21 identified in the complaint; the basis for the complaint; the resolution of the
22 complaint; and the date of resolution. If no internal or external complaints
23 or grievances were made during the reporting period, Defendant shall
24 include an attestation that it has reviewed its files and can confirm that no
25 internal or external fair housing complaints or grievances were made during
26 the reporting period.

1 59. All letters or reports, copies of checks, notices, revised Policies and Procedures,
2 and other such documents required by this Consent Decree shall be delivered via mail, electronic
3 transmission, or fax (with original letters or reports) to Maura Hilser or her successor, 400 W.
4 Congress St., South Bldg., Suite S-315, Tucson, Arizona 85701 or maura.hilser@azag.gov.

5 **VI. PROCEDURES FOR NON-COMPLIANCE**

6 60. The Parties agree that the State reserves the right to review compliance with this
7 Consent Decree at any time.

8 61. During the Monitoring Period, if the State believes that Defendant failed to comply
9 with any portion of this Consent Decree, including timely delivery of the monetary payments,
10 the State shall notify Defendant in writing of the alleged failure to comply with the terms of the
11 Consent Decree ("Deficiency Notice"). Defendant shall have five (5) business days from the
12 mailing date of Deficiency Notice to cure any monetary payment deficiency. Defendant shall
13 have fourteen (14) business days from the mailing date of Deficiency Notice to cure all other
14 deficiencies and to come into compliance with the Consent Decree. The State may initiate an
15 enforcement action if Defendant: (a) fails to timely respond to the State's Deficiency Notice; or
16 (b) fails to cure all deficiencies and come into compliance with this Consent Decree within the
17 required timeframe.

18 62. The State has the right to enforce the Consent Decree through all available means,
19 including but not limited to, litigation in any court with jurisdiction, should Defendant fail to
20 comply with any of the terms of this Consent Decree.

21 63. The State may file for enforcement of this Consent Decree against Defendant at
22 any time in the future for compliance with provisions in this Consent Decree that last beyond the
23 Monitoring Period for this Court.

24 64. If the Court determines that Defendant violated this Consent Decree, the Court may
25 order appropriate relief, including but not limited to, extension of the Monitoring Period of this
26 Consent Decree for such time as may be necessary for Defendant to remedy Defendant's

1 noncompliance, an award of attorney's fees and costs to the State, civil penalties, fines for
2 contempt of court, and other remedies as permitted by law.

3 **VII. GENERAL PROVISIONS**

4 65. Any and all letters, reports, copies of checks, notices, revised Policies and
5 Procedures, proof of payments, and other such documents required by this Consent Decree shall
6 be delivered via mail, electronic transmission, or fax (with original letters or reports) to Maura
7 Hilser or her successor, 400 W. Congress St., South Bldg., Suite S-315, Tucson, Arizona 85701
8 or maura.hilser@azag.gov, unless otherwise specified.

9 66. Any and all documents, notifications, or other correspondence to Defendant shall
10 be made by U.S. mail and electronic mail to Jim Berthoud, [REDACTED]
11 and [REDACTED]

12 67. By entering into this Consent Decree, the State does not waive or in any manner
13 limit its right to process and investigate any other complaint of discrimination or complaint
14 against Defendant, pending or future; to seek relief from Defendant in response to any other
15 complaint of discrimination, investigation, or litigation that may be pending or arise in the future,
16 including but not limited to a Divisional complaint; to file a Divisional complaint against
17 Defendant pertaining to any matters except for the matters alleged in the State's Complaint and
18 the underlying complaint of discrimination (CRD-2022-0480); and to seek enforcement of this
19 Consent Decree. The Parties do not intend to resolve any complaints of discrimination currently
20 pending before the State and the State does not waive or in any manner limit its right to process
21 or seek relief from Defendant in relation to any other complaint or investigation that may exist
22 or arise in the future. Defendant waives its rights to file a petition for Special Action review or
23 any other civil appeal related to this Court's Order of March 5, 2025 or the question designated
24 therein.

25 68. Unless the provision in this Consent Decree contains a specific term for the
26 termination of Defendant's compliance, Defendant's duty to comply with the provision and the

1 State's remedies for any such violation survive the Monitoring Period. The State reserves the
2 right to enforce any and all alleged violations of law, during and after the Monitoring Period,
3 through all available means, including but not limited to, litigation in any court with jurisdiction
4 should Defendant fail to comply.

5 69. There will be no modification of this Consent Decree without the written consent
6 of all the Parties and the further order of the Court. In the event of a material change of
7 circumstances, Defendant and the State agree to make a good faith effort to resolve this matter.
8 If the Parties are unable to reach agreement, either party may ask the Court to make such
9 modifications as are appropriate.

10 70. Nothing in this Consent Decree shall be construed as an approval by the Attorney
11 General, the State of Arizona, or any agency thereof of Defendant's past, present, or future
12 conduct.

13 71. This Consent Decree does not limit the rights of any private party to pursue any
14 remedies allowed by law except as otherwise specified in this Decree.

15 72. This Consent Decree is final and binding on the present and future officers, Board
16 of Directors, directors, managers, supervisors, agents, heirs, assigns, successors, successors-in
17 interest, receivers, trustees in bankruptcy, and personal representatives of Defendant. Defendant
18 has a duty to inform any successor in interest of the obligations of this Consent Decree during its
19 duration. During the term of this Consent Decree, the Defendant, and any successors of the
20 Defendant, shall provide a copy of this Consent Decree to any organization or person who
21 proposes to acquire or merge with the Defendant during the term of this Consent Decree, or any
22 successor of the Defendant, prior to the effectiveness of any such asset sale, acquisition, or
23 merger. This paragraph shall not be deemed to limit any remedies available in the event of any
24 finding by the Court regarding violation of this Consent Decree.

1 73. Nothing in this Consent Decree shall be construed to limit the State from bringing
2 a lawsuit to enforce this Consent Decree in the event that Defendant fails to perform any promises
3 contained herein.

4 74. If any term of this Consent Decree is determined by any court to be unenforceable,
5 the other terms of this Consent Decree shall nonetheless remain in full force and effect.

6 75. Failure by any party to seek enforcement of this Consent Decree pursuant to its
7 terms with respect to any provision or instance shall not be construed as a waiver to such
8 enforcement with regard to other instances or provisions.

9 76. Defendant represents that it has read this Consent Decree in its entirety, has had an
10 opportunity to consult with counsel of its own choice, is satisfied that it understands and agrees
11 to all of its provisions, and has freely stipulated to entry of this Consent Decree and signed the
12 Consent to Decree without coercion.

13 77. A signatory to the Consent to Decree in a representative capacity for Defendant
14 represents that he or she is authorized to bind Defendant to this Consent Decree.

15 78. This Consent Decree constitutes the entire agreement between the State and
16 Defendant on the matters raised in the Complaint and no other statement, promise or agreement,
17 either written or oral, made by any party or agents of any party, that is not contained in this
18 Consent Decree, shall be enforceable.

19 79. Defendant and the Aggrieved Persons have also entered into a separate Mutual
20 Release ("Mutual Release") to which the State is not a party. Defendant agrees that the State is
21 not responsible for enforcement of the Mutual Release. The Aggrieved Persons' release of
22 Defendant is contingent on Defendant's full compliance with the Monetary Payment in this
23 Consent Decree.

24 80. This Consent Decree is not intended to remedy any other potential violations of the
25 AFHA, the Arizona Civil Rights Act, or any other law that is not specifically addressed in this
26 Consent Decree.

1 81. This Consent Decree does not limit Defendant's continuing responsibility to
2 comply with all aspects of the AFHA.

3 82. This Consent Decree will be governed in all respects by the laws of the State of
4 Arizona.

5 83. The State and Defendant will bear their respective attorneys' fees and costs
6 incurred in this action up to the date of entry of this Decree. In any action brought to assess or
7 enforce Defendant's compliance with the terms of this Consent Decree, the Court may in its
8 discretion award reasonable costs and attorneys' fees to the State in addition to all remedies
9 necessary to ensure Defendant's compliance with this Consent Decree.

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

13 **VIII. EFFECTUATING CONSENT DECREE**

14 85. The Parties agree to the entry of this Consent Decree upon final approval by the
15 Court. The effective date of this Consent Decree will be the date that it is entered by this Court.

16 ENTERED AND ORDERED this 15 day of May 2025.

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18 _____
19 HONORABLE RANDALL WARNER
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