

FILED

JUN 22 2009 2:39pm
MICHAEL K. JEANES, Clerk

By C. Castro
Deputy

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CERTIFIED COPY

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

12 THE STATE OF ARIZONA *ex rel.* TERRY
13 GODDARD, the Attorney General; and THE
14 CIVIL RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,

15 Plaintiff,

16 v.

17
18 OLD CONCHO COMMUNITY ASSISTANCE
19 CENTER, INC., an Arizona nonprofit
20 corporation,

21 Defendant.

No. CV2009-009839

CONSENT JUDGMENT

(Assigned to Hon. John Buttrick)

22 Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil
23 Rights Division (collectively "the State"), filed this action against Defendant Old Concho
24 Community Assistance Center, Inc. ("OCCAC"), an Arizona nonprofit corporation, alleging
25 that OCCAC engaged in disability discrimination against Betty Kreeger ("Kreeger"), a former
26 tenant of OCCAC's four-unit special needs housing development for persons with multiple
chemical sensitivity located at 8333 Rockin R Ranch Road, Snowflake, Arizona ("the Rockin R
Ranch"). Specifically, the State alleged that OCCAC violated A.R.S. § 41-1491.19 of the

1 Arizona Fair Housing Act by refusing to permit Kreeger, who has multiple disabilities, to make
2 a disability-related reasonable modification of her unit at her expense in the form of raising the
3 height of the kitchen sink and counter of her unit. The State also alleged that OCCAC violated
4 A.R.S. § 41-1491.19 of the Arizona Fair Housing Act by failing to adequately engage in an
5 interactive process regarding Kreeger's requested modification.

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

13 It appearing to the Court that entry of this Consent Judgment will further the objectives
14 of the Arizona Fair Housing Act, and that the Consent Judgment fully protects the parties and
15 the public with respect to the matters within the scope of this Decree,

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

17 ***JURISDICTION***

18 1. This Court has jurisdiction over the subject matter of this action and over the
19 parties, and venue in Maricopa County is proper. The allegations of the Complaint, if proved,
20 are sufficient to state a cause of action against OCCAC.

21 ***RESOLUTION OF THE COMPLAINT***

22 2. This Decree resolves all issues and claims set forth in the State's Complaint filed
23 in this case, and issues and claims, whether known or unknown, that were required to be raised,
24 or that could have been raised under the Arizona Fair Housing Act or the Federal Fair Housing
25 Act with respect to the administrative fair housing complaint filed against OCCAC by Betty
26 Kreeger.

1 ***NO DISCRIMINATION***

2 3. Consistent with the meanings of A.R.S. § 41-1491, et seq., OCCAC shall abide
3 by the Arizona Fair Housing Act and shall not engage in housing discrimination based upon
4 race, color, religion, sex, national origin, familial status, or disability. OCCAC shall grant
5 requests for reasonable accommodation and for reasonable modification for disabled persons in
6 accordance with the Arizona Fair Housing Act.

7 ***NO RETALIATION***

8 4. OCCAC shall not directly or indirectly engage in retaliation, harassment or
9 intimidation of any kind in violation of the Arizona Fair Housing Act against Betty Kreeger or
10 against any other person because of the matters raised in the State's Complaint or because he or
11 she has opposed any practice reasonably believed by him or her to be unlawful under A.R.S. §§
12 41-1491.14 through 41-1491.21, or because he or she has given testimony or assistance, or
13 participated in any manner in any investigation or proceeding under the Arizona Fair Housing
14 Act.

15 ***MONETARY RELIEF FOR AGGRIEVED PARTY***

16 5. OCCAC shall pay the sum certain of Four Thousand Dollars (\$4,000.00) to Betty
17 Kreeger by means of twelve consecutive monthly payments commencing seven days after the
18 effective date of this Consent Judgment and continuing thereafter on the 15th day of each
19 month for eleven months. The first eleven monthly payments shall be in the amount of
20 \$333.00 each, and the twelfth and final monthly payment shall be in the amount of \$337.00.
21 Each settlement check shall be a cashier's check made payable to Betty Kreeger and delivered
22 to Sandra R. Kane, Assistant Attorney General, Civil Rights Division, 1275 W. Washington,
23 Phoenix, AZ 85007, or her successor.

24 ***POLICY CHANGES***

25 6. Within thirty (30) days of the effective date of this Consent Decree, OCCAC shall
26 submit to the State a proposed written policy and procedure for granting requests from disabled

1 residents of Rockin R Ranch for reasonable accommodation and reasonable modification.
2 Within twenty (20) business days from receipt of the proposed written policy and procedure,
3 the State shall submit comments on the proposed policy and procedure to OCCAC. Within
4 ninety (90) days of the effective date of this Consent Decree, OCCAC shall adopt a written
5 policy and procedure for granting requests for reasonable accommodation and reasonable
6 modification from disabled residents ("the Policy"). The Policy shall include all of the
7 following:

8 (a) A statement of OCCAC's duty under the Arizona and Federal Fair Housing Acts
9 to grant requests for reasonable accommodations in rules, policies, practices and services when
10 necessary for individuals with disabilities to have equal opportunity to use and enjoy their
11 dwelling, including the common areas;

12 (b) A statement of OCCAC's duty under the Arizona and Federal Fair Housing Acts
13 to grant requests for disability-related reasonable modifications, at no cost to OCCAC, when
14 needed by individuals with disabilities;

15 (c) A statement that all residents of Rockin R Ranch may make requests directly to
16 OCCAC for reasonable accommodations and reasonable modifications without fear of
17 retaliation, harassment or intimidation in accordance with the Arizona and Federal Fair
18 Housing Acts;

19 (d) The identity of a designated person who has received fair housing training and is
20 responsible for: (i) receiving and maintaining all disability-related requests for reasonable
21 accommodation and reasonable modification; (ii) responding to each such request within ten
22 (10) days from the date of the request; and (iii) maintaining all correspondence related to
23 requests for reasonable accommodation and reasonable modification, including OCCAC's
24 response to each request;

25 (e) A provision stating that if a disability-related need for a requested reasonable
26 accommodation or reasonable modification is obvious, OCCAC shall not request additional
information to confirm the need for the request;

1 (f) A provision stating that if a disability-related need for the requested reasonable
2 accommodation or reasonable modification is not obvious, OCCAC may ask for additional
3 information, including information from the requesting person's healthcare provider, to confirm
4 that the requested accommodation or requested modification may be needed due to the
5 disability of the requesting person. The requesting person or the requesting person's healthcare
6 provider will not be required to release copies of the requesting person's medical records to
7 OCCAC. Any medical information received by OCCAC shall be kept confidential;

8 (g) An affirmation of compliance with the HUD/DOJ joint statements on reasonable
9 accommodation and reasonable modification, including the interactive process to determine a
10 reasonable accommodation or modification for the disabled person's disability if the requested
11 accommodation or modification is not reasonable; and

12 (h) A statement that OCCAC will retain files for all requests for reasonable
13 accommodation or reasonable modification for a period of two years.

14 ***HOUSE RULES***

15 7. Within one hundred twenty (120) days of the effective date of this Consent
16 Judgment, OCCAC shall develop and adopt written house rules for Rockin R Ranch ("the
17 House Rules"), subject to approval by the State and the Arizona Department of Housing
18 ("ADOH"). The House Rules shall take into consideration the special needs of OCCAC's
19 present and future residents with MCS at Rockin R Ranch. In preparing the House Rules,
20 OCCAC shall consult with ADOH, members of the MCS community in the area of Rockin R
21 Ranch, residents of Rockin R Ranch, and other disability consultants, including representatives
22 of Ecology House.

23 ***NOTICE TO RESIDENTS***

24 8. Upon entry of this Consent Judgment, OCCAC shall post a copy of a fair housing
25 poster provided by the Civil Rights Division in a conspicuous, well lit location which is visible
26 to residents and guests of Rockin R Ranch.

1 9. Within ninety (90) days of the effective date of this Consent Decree, shall and
2 provide a copy of the Policy to all residents of Rockin R Ranch.

3 10. Upon adoption of the House Rules, OCCAC shall provide a copy of the House
4 Rules to all present and future residents and staff of Rockin R Ranch, and shall notify outside
5 contractors of applicable restrictions contained in the House Rules.

6 ***TRAINING***

7 11. Within one hundred twenty (120) days of the effective date of the Consent
8 Decree, OCCAC's staff, including the designated person under the Policy referred to in
9 Paragraph 6, shall attend a minimum of 2 hours of training on the Arizona and Federal Fair
10 Housing Acts, with emphasis on disability discrimination and the Policy. The parties have
11 arranged for Southwest Fair Housing Training to provide the training in Navajo or Apache
12 County at no cost to OCCAC.

13 ***MONITORING***

14 12. The State shall monitor OCCAC's performance for compliance with Paragraphs
15 3-11 of this Consent Judgment. Upon request of the State, OCCAC shall make their records
16 regarding requests for reasonable accommodation and reasonable modification, correspondence
17 and the outcome of such requests available for review and inspection by the State.

18 ***COSTS***

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

23 ***NOTICES***

24 14. When this Consent Judgment requires the submission of payments, notices, or
25 materials for review by the State, they shall be mailed to: Sandra R. Kane, Assistant Attorney
26 General, Civil Rights Division, 1275 W. Washington, Phoenix, AZ 85007, or to her
successor(s). When this Consent Judgment requires notice or materials for review by OCCAC,

1 they shall be mailed to: Albert B. Lassen, Esq., P.O. Box 1188, Springerville, AZ 95938-1188,
2 or to his successor(s).

3
4 ***CONTINUING JURISDICTION OF THIS COURT***

5 15. The Court shall retain jurisdiction over both the subject matter of this Consent
6 Judgment and the parties for a period of two years from the date of entry of the Consent
7 Judgment to effectuate and enforce this Consent Judgment. The State may, for good cause
8 shown, petition this Court for compliance with this Judgment at any time that the Court
9 maintains jurisdiction over this action. In the event that OCCAC fails to comply with the
10 requirements of this Consent Judgment, the parties will engage in good faith efforts to resolve
11 the delay. If, however, the good faith efforts to resolve OCCAC's alleged failure to comply are
12 unsuccessful, the State may petition the Court to seek compliance with the Consent Judgment.
13 For purposes of this paragraph, good faith efforts shall mean that the State shall notify the
14 OCCAC in writing of the alleged failure to comply with specific requirements of the Consent
15 Judgment. OCCAC shall have fifteen (15) days to respond in writing and to reach agreement
16 with the State to cure any alleged failure to comply with this Consent Judgment. Should the
17 Court determine that OCCAC has not complied with this Consent Judgment, appropriate relief,
18 including but not limited to extension of this Consent Judgment for such period as may be
19 necessary to remedy the non-compliance, may be ordered. In the event the State does not
20 petition for compliance with the Consent Judgment or the Court determines that OCCAC is in
21 compliance, this Consent Judgment shall expire by its own terms at the end of two years from
22 entry of the Consent Judgment, without further action of the parties, at which point the State's
23 complaint against OCCAC shall be deemed dismissed with prejudice.

24 ***CHOICE OF LAW***

25 16. This Consent Judgment shall be governed in all respects whether as to validity,
26 construction, capacity, performance or otherwise by the laws of the State of Arizona.

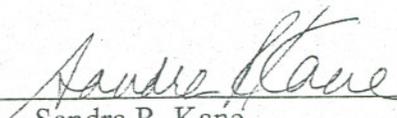
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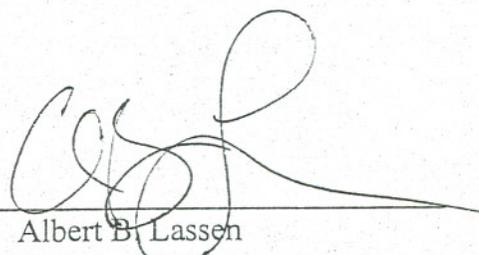
APPROVED AS TO FORM AND SUBSTANCE

TERRY GODDARD
Attorney General

6/17/09
Date

By: 
Sandra R. Kane
Assistant Attorney General
Civil Rights Division
1275 W. Washington Street
Phoenix, Arizona 85007
Attorney for Plaintiff

6/15/09
Date

By: 
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P.O. Box 1188
Springerville, AZ 85938-1188
Attorney for Defendant OCCAC

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