

COPY FOR CERTIFICATION

FILED
9/12/07 9:00AM
MICHAEL K. JEANES, Clerk
By A. Marguis
Deputy

1 TERRY GODDARD
Attorney General
2 Firm State Bar No. 14000
Sandra R. Kane, AZ Bar #007423
3 Assistant Attorney General
Civil Rights Division
4 1275 W. Washington
Phoenix, AZ 85007
5 (602) 542-8862, (602) 542-8899(fax)
Attorney for Plaintiff

CERTIFIED COPY

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

9 THE STATE OF ARIZONA *ex rel.* TERRY
10 GODDARD, the Attorney General, and THE
11 CIVIL RIGHTS DIVISION OF THE
ARIZONA DEPARTMENT OF LAW,

No. CV2007-003109

12 Plaintiff,

CONSENT DECREE

13 vs.

The Hon. Janet Barton

14 BAZV NEWPORT LANDING,
15 GLENDALE, LLC, *et al.*,

16 Defendants.

17 On February 22, 2007, Plaintiff, the State of Arizona ("the State"), filed the
18 above-captioned Complaint in Maricopa County Superior Court against Defendants AL-
19 LH DB, LP, a Delaware Limited Partnership; Alliance Lighthouse DB, LP, a Delaware
20 Limited Partnership; and Alliance Residential Management, L.L.C., a Texas Limited
21 Liability Company; Morrison, Ekre, and Bart Management Services ("MEB"); and
22 BAZV Newport Landing, Glendale, L.L.C. ("BAZV"); Alliance Residential
23 Management, an Arizona Limited Liability Company, and Arch Street Captial Advisors,
24 as the owners and managers of Newport Landing Apartments, Glendale, Arizona,
25 alleging that Defendants engaged in disability discrimination against Walter Richters and
26 Dorothy Novaez, aggrieved persons, in violation of A.R.S. § 41-1491.19, when
27 Defendants failed to grant them a reasonable accommodation of a parking space
28

1 closer to their apartment. On March 26, 2007, Ms. Novaez filed a voluntary petition for
2 relief under Chapter 7 of the Bankruptcy Code.

3 MEB and BAZV have already settled the claims against it with the State. A
4 release has been signed by Mr. Richters and on behalf of the Bankruptcy Trustee for
5 Dorothy Novaez's Bankruptcy Estate as to any further claims against these Defendants.
6 A stipulated Motion to Dismiss and form of Order dismissing the above-captioned action
7 as to MEB and BAZV alone, accompanies this Decree.

8 The State and the Defendants AL-LH DB, LP, Alliance Lighthouse DB, LP, and
9 Alliance Residential Management, L.L.C. ("Defendants," herein) (collectively "the
10 Parties") would like to resolve the issues raised by the State's Complaint without the
11 time, expense, and uncertainty of further litigation. The Parties expressly acknowledge
12 that this Decree is the compromise of disputed claims, and Defendants acknowledge no
13 wrongdoing whatsoever. The Defendants agree to be bound by this Decree and agree
14 not to contest that it was validly entered into by all Parties in any subsequent proceeding
15 to implement or enforce its terms. The Parties, therefore, have consented to the entry of
16 this Decree, waiving trial, findings of fact, and conclusions of law.

17 THEREFORE, it appearing to the Court that entry of this Decree will further the
18 objectives of the Arizona Civil Rights Act and that the Decree fully protects the Parties
19 and the public with respect to the matters within the scope of this Decree, the following
20 is DECREED:

21 JURISDICTION

22 1. This Court has jurisdiction over the subject matter of this action and over
23 the Parties, and venue in Maricopa County, Arizona is proper.

24 RESOLUTION OF THE COMPLAINT

25 2. This Decree resolves all remaining issues and claims set forth in the State's
26 Complaint that have not been previously settled. This Decree also resolves all issues
27 relating to acts and practices of discrimination to which this Decree is directed.

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COMPLIANCE WITH ACRA

3. The Defendants agree that they shall abide by the Arizona Civil Rights Act ("ACRA").

NO RETALIATION

4. The Defendants shall not retaliate against Walter Richters or any other person in any way for that person's opposition to a practice made unlawful by the Arizona Civil Rights Act.

MONETARY RELIEF FOR AGGRIEVED PARTIES

5. Defendants shall, within fourteen (14) days of the effective date of this Decree, pay the total sum of Fifteen-Thousand Dollars (\$15,000) to resolve the claims of Walter Richters, Dorothy Novaez, and the Bankruptcy Estate of Dorothy Novaez. Defendants shall pay this sum by means of a cashier's check payable to Walter Richters in the sum of Ten-Thousand-Three-Hundred-Seventy-Five Dollars (\$10,375.00), and a separate cashier's check payable to Constantino Flores, Chapter 7 Trustee, for the Estate of Dorothy Ann Novaez, Bankruptcy No. 2:07-bk-01277-CGC, in the sum of Four-Thousand-Six-Hundred-Twenty-Five Dollars (\$4,625.00). The two checks shall be transmitted to the State at 1275 W. Washington, Phoenix, AZ 85007-2926, c/o Assistant Attorney General Sandra Kane.

OTHER RELIEF FOR THE AGGRIEVED PARTIES

6. Defendants shall, within sixty (60) days after the effective date of this Decree, obtain an Order vacating any Judgment against Mr. Walter Richters, Ann Richters, and/or Dorothy Novaez that Defendants obtained against them in the North Valley Justice Court during the dates that the Defendants owned the Newport Landing Apartments in Glendale, Arizona, up to and including November 29, 2005. Defendants shall supply a copy of the Order vacating any such Judgment to the State at 1275 W. Washington, Phoenix, AZ 85007-2926, c/o Assistant Attorney General Sandra Kane.

1 validity, construction, capacity, performance, or otherwise by the laws of the State of
2 Arizona.

3 12. This Decree shall be binding on Defendants, their agents, employees,
4 successors, assigns, and all persons or entities in active concert or participation with
5 Defendants.

6 13. The Parties shall bear their respective attorneys' fees and costs incurred in
7 this action up to the date of entry of this Consent Decree. In any action brought to assess
8 or enforce Defendants' compliance with the terms of this Consent Decree, the Court in its
9 discretion may award reasonable costs and attorneys' fees to the prevailing party.

10 14. Alliance Residential Management, an Arizona Limited Liability Company,
11 and Archstone Capital Advisors were determined not to be proper parties to the action;
12 therefore, service upon them was not effected, and the Parties agree to the complete
13 dismissal of these entities from the action.

14 15. The Parties' signatures below indicate a stipulation to dismiss the above-
15 captioned action upon satisfaction of the terms of this Decree. Upon such satisfaction,
16 the State will file a Stipulated Motion to Dismiss with Prejudice based on the signatures
17 below and a form of Order dismissing the action in its entirety with prejudice.

18 **MODIFICATION**

19 16. There shall be no modification of this Consent Decree without the written
20 consent of Defendants and the State and the further order of this Court. In the event of a
21 material change of circumstances, either party may ask the Court to make such
22 modifications as are appropriate.

23 **EFFECTIVE DATE OF DECREE**

24 17. The Parties agree to the entry of this Decree upon final approval by the
25 Court and that the effective date of this Decree shall be the date that it is entered by this
26 Court.

27 / / /

1 ENTERED AND ORDERED this 11th day of September, 2007.

2
3 *Janet E. Barton*

4 _____
5 The Hon. Janet Barton
6 Superior Court Judge

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CONSENT TO DECREE

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

5 2. Defendant AL-LH DB, LP agrees to the jurisdiction of the Court and
6 consents to entry of this Consent Decree.

7 3. Defendant AL-LH DB, 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
9 into this Consent Decree, that it has entered into this Consent Decree voluntarily, and
10 that this Consent Decree constitutes the entire agreement between Defendants and the
11 State.

12 4. My signature below indicates a stipulation to dismiss the above-captioned
13 action upon satisfaction of the terms of this Decree.

14 5. I am the Employee of Defendant AL-LH DB, LP, and I have
15 been authorized by Defendant AL-LH DB, LP to enter into this Consent Decree for and
16 on behalf of Defendant AL-LH DB, LP.

17 6. I swear under penalty of perjury that the foregoing is true and correct.

18 DATED this 13th day of August, 2007.

19
20
21 AL-LH DB, LP
22 By [Signature]
23 Title AVP of Risk Management
24
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1 CONSENT TO DECREE

2 1. On behalf of Defendant Alliance Residential Management, LLC, I
3 acknowledge that I have read the foregoing Consent Decree, and that Defendant AL-LH
4 DB, LP is aware of its right to a trial in this matter and has waived that right.

5 2. Defendant Alliance Residential Management, LLC agrees to the
6 jurisdiction of the Court and consents to entry of this Consent Decree.

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

12 4. My signature below indicates a stipulation to dismiss the above-captioned
13 action upon satisfaction of the terms of this Decree.

14 5. I am the Employee of Defendant Alliance Residential
15 Management, LLC, and I have been authorized by Defendant Alliance Residential
16 Management, LLC to enter into this Consent Decree for and on behalf of Defendant
17 Alliance Residential Management, LLC.

18 6. I swear under penalty of perjury that the foregoing is true and correct.

19
20 DATED this 13th day of August, 2007.

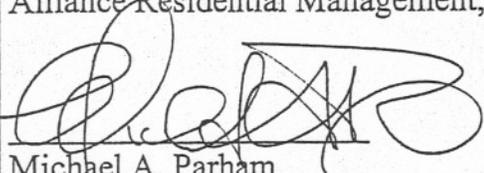
21
22 Alliance Residential Management, L.L.C.

23
24 By [Signature]
25 Title AVP of Risk Management
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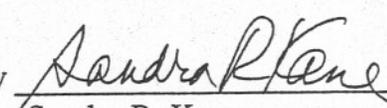
APPROVED AS TO FORM AND SUBSTANCE by:

Attorney for Defendants
AL-LH DB, LP;
Alliance Lighthouse DB, LP; and
Alliance Residential Management, LLC


Michael A. Parham
533 N. 7th Street, Suite B-213
Phoenix, AZ 85014

Date: 8/31/07

TERRY GODDARD
Arizona Attorney General

By 
Sandra R. Kane
Assistant Attorney General
1275 W. Washington
Phoenix, AZ 85007

Date: 8/31/07

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