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

14 CV2010-020375

15 THE STATE OF ARIZONA *ex rel.* TERRY
16 GODDARD, the Attorney General; and THE
17 CIVIL RIGHTS DIVISION OF THE ARIZONA
18 DEPARTMENT OF LAW,

19 No.
20 **COMPLAINT**
21 (Non-classified Civil)

22 Plaintiff,

23 v.

24 HILDALE-COLORADO CITY UTILITIES;
25 TWIN CITY WATER AUTHORITY; TWIN CITY
26 POWER; CITY OF HILDALE, UTAH; TOWN
OF COLORADO CITY, ARIZONA; JOHN
DOES I-X; JANE DOES I-X; ABC
CORPORATIONS I-X; XYZ LIMITED
LIABILITY COMPANIES 1-X;

Defendants.

Plaintiff, the State of Arizona *ex rel.* Terry Goddard, the Attorney General, and the Civil Rights Division of the Arizona Department of Law (collectively "the State"), for its Complaint, alleges as follows:

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INTRODUCTION

The State brings this civil rights action pursuant to the Arizona Fair Housing Act (“AFHA”), A.R.S. §§ 41-1491 to 41.1491.37, to remedy Defendants’ discriminatory and unlawful housing practices, provide appropriate relief to aggrieved persons, and vindicate the public interest. Specifically, the State brings this matter to redress the injury sustained by Defendants’ violation of the rights of Ronald Cooke (“Cooke”), and denial of and resistance to the full enjoyment of the fair housing rights of other persons who, like Cooke, are not members of the Fundamentalist Church of Jesus Christ of Latter Day Saints (“FLDS”), and reside on or have applied to reside on land owned by the United Effort Plan Trust (“UEP”) in Colorado City, Arizona, and seek to receive utility services, including new connections to the municipal culinary water system, from Defendants in this predominately FLDS community without discrimination, intimidation or interference based on religion.

JURISDICTION AND VENUE

14 1. This Court has jurisdiction of this matter pursuant to A.R.S. §§ 41-1491.34(A)
15 and 41-1491.35(A).

16 2. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

PARTIES

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18 3. The Civil Rights Division of the Arizona Department of Law (“the Division”) is
19 an administrative agency established by A.R.S. § 41-1401 to enforce the provisions of the
20 Arizona Civil Rights Act, A.R.S. § 41-1401, *et seq.*

21 4. The State brings this action on its own behalf and on behalf of Cooke, his wife,
22 Jinjer Cooke, and their three children (collectively “the Cookes”), and on behalf of other non-
23 FLDS members (“the Applicants”) who, like Cooke, applied for occupancy agreements for
24 unfinished housing on UEP land and have either been or expect that they will be injured by
25 Defendants’ discrimination in providing utility services, including new connections to the
26 municipal culinary water system, and interference and resistance to their exercise and

1 enjoyment of rights under the AFHA. The Cookeś and the Applicants are aggrieved persons
2 within the meaning of A.R.S. § 41-1491(1)(a).

3 5. Defendant Town of Colorado City is a municipality of the State of Arizona.

4 6. Defendant City of Hildale is a municipality of the State of Utah.

5 7. Defendant Twin City Water Authority ("TCWA") is a Utah non-profit
6 corporation.

7 8. Defendant Hildale-Colorado City Utilities ("HCC Utilities") is, upon
8 information and belief, an intergovernmental utility entity of the "twin cities" of Defendant
9 Town of Colorado City, Arizona and Defendant City of Hildale, Utah ("the Defendant
10 Municipalities"). Upon information and belief, HCC Utilities administers and provides water,
11 sewer and gas utilities to customers residing in Colorado City and Hildale, and consists of the
12 Hildale-Colorado City Power, Water, Sewer and Gas Department, and Defendant TCWA.
13 HCC Utilities has both a utility board ("the Utility Board") and a water board ("the Water
14 Board"). Upon information and belief, among other things, the Utility Board makes policy
15 recommendations to and follows utility-related resolutions and ordinances adopted by the
16 Defendant Municipalities. Upon information and belief, the Water Board, among other things,
17 makes policy recommendations to and follows water-related resolutions and ordinances
18 adopted by the Defendant Municipalities.

19 9. Defendant Twin City Power is an intergovernmental entity of the Defendant
20 Municipalities who, upon information and belief, provided electric utility service for Colorado
21 City and Hildale residents and participated in HCC Utilities and the Utility Board until on or
22 about July 2009 when Garkane Energy reacquired the municipal power system and took over
23 responsibility for providing electric utility service in the area.

24 10. Defendants John Does I-X, Jane Does 1-X, ABC Corporations I-X, and XYZ
25 Limited Liability Companies I-X are persons or entities who, upon information and belief,
26 caused or contributed to the actionable conduct, harm and injuries plead herein, or conspired
with other persons to take the actions complained of, and who are therefore liable for the relief

1 demanded herein, but whose identities are not known to the Plaintiff at this time. The Plaintiff
2 reserves its right pursuant to Rule 10(f), Ariz R.Civ.P., to amend this complaint to add the true
3 names of these defendants when they are discovered.

4 GENERAL ALLEGATIONS

5 Background

6 11. As noted in the following excerpt from a Utah Supreme Court decision, much of
7 the land in Colorado City, Arizona and adjacent Hildale, Utah was settled by a religious group
8 who wanted to continue the practice of plural marriage in an isolated area. The Utah Supreme
9 Court stated, in relevant part:

10
11 Sometime in the late nineteenth century, some members of the Church of Jesus
12 Christ of Latter Day Saints organized a movement called the Priesthood Work
13 ("The Work") to continue the practice of plural marriage outside that church. In
14 the early part of [the twentieth] century, The Work's leadership – The Priesthood
15 Council – decided to settle its membership in an isolated area to avoid
16 interference with their religious practices. In approximately the 1930's, The
17 Work selected an area composed of Hildale, Utah and Colorado City, Arizona –
18 an area now known as Short Creek. The Priesthood Council secured a large tract
19 of land in this area, and adherents of The Work began to settle there. The Work
20 continued to secure additional land in the area. Commonly, its adherents bought
21 land and deeded it to The Work. Eventually, the leadership of The Work formed
22 a trust to hold title to the land. The trust failed, and, for the most part, the land
23 was deeded back to those who contributed it. In 1942, the Priesthood Council
24 signed and recorded in Mohave County, Arizona, a Declaration of Trust for the
25 United Effort Plan. After the Priesthood Council formed the UEP, adherents
26 deeded most of the land that had been held by the first trust to the UEP. Over the
years, the UEP acquired more land as adherents obtained and deeded it to the
trust. . . . From its inception, the UEP invited members to build their homes on
assigned lots on UEP land. Through this system, the UEP intended to localize
control over all local real property and to have the religious leaders manage it.
Members who built on the trust land were aware that they could not sell or
mortgage the land and that they would forfeit their improvements if they left the
land. However, the UEP did encourage its members to improve the lots assigned
to them and represented that they could live on the land permanently. . . .
Sometime during the late 1960's or early 1970's, dissension over a doctrinal issue
arose among adherents of The Work, causing a split in the Priesthood Council.
The dissension broke into the open in 1984 when adherents of The Work split

1 into two groups: One group led by Rulon T. Jeffs ("Jeffs") acquired control of the
2 UEP. A second group, led by J. Marion Hammon and Alma Timpson, includes
3 most of the claimants in the present case [but some complainants claim no
4 affiliation with either group]. In 1986, Jeffs declared that all those living on
5 UEP land were tenants at will. Before this declaration, no one had told the
6 claimants that they were tenants at will. In 1987, the claimants, [including
7 Cooke's brother, Claude "Seth" Cooke] filed an action . . . to determine their
8 rights in the [UEP] property.

9 *Jeffs v. Stubbs*, 970 P.2d 1234, 1239-40 (Utah 1998).

10 12. After the claimants prevailed in *Jeffs v. Stubbs*, an Amended and Restated
11 Declaration of Trust of the United Effort Plan Trust was recorded in Mohave County, Arizona
12 and Washington County, Utah in 1998 ("the 1998 Amendment"). The 1998 Amendment
13 states in relevant part:

14 The United Effort Plan is the effort and striving on the part of Church members
15 toward the Holy United Order. This central principle of the Church requires the
16 gathering together of faithful Church members on consecrated and sacred lands to
17 establish as one pure people the Kingdom of God on Earth under the guidance of
18 Priesthood leadership. . . . Consecration of real estate to the United Effort Plan
19 Trust is accomplished by a deed of conveyance. Church members also consecrate
20 their time, talents, money, and materials to the Lord's storehouse, to become the
21 property of the Church and, where appropriate, the United Effort Plan Trust. . . .
22 All consecrations made to or for the benefit of the United Effort Plan are
23 dedicated to the sacred purpose of the United Effort Plan and without any
24 reservation or claim of right and/or ownership. The privilege to participate in the
25 United Effort Plan and live upon the lands and in the buildings of the United
26 Effort Plan Trust is granted, and may be revoked by the Board of Trustees. Those
who seek that privilege commit themselves and their families to live their lives
according to the principles of the United Effort Plan and the church, and they and
their families consent to be governed by the Priesthood leadership and the Board
of Trustees. . . . Participants who, in the opinion of the Presidency of the Church,
do not honor their commitments to live their lives according to the principles of
the United Effort Plan and the Church shall remove themselves from the Trust
property and, if they do not, the Board of Trustees may, in its discretion cause
their removal.

13. On or about July 2000, the leadership of the local religion, now known as the
"FLDS," instructed members that apostates were tools of the devil, and that there were dangers

1 in associating with apostates, including those who were close family members. The FLDS
2 leadership required FLDS members to “leave apostates alone, severely” so that they would be
3 discouraged and leave UEP land. Those who did not follow this instruction would be asked to
4 leave.

5 14. On or about January 2004, FLDS leader Warren Jeffs told approximately 21
6 FLDS men that they had “lost Priesthood,” that they should leave UEP land, and that their
7 wives and children had been released from them.

8 15. By trying to assert control over housing, family relationships and salvation, the
9 FLDS Church placed great pressure on FLDS members to conform and avoid apostates.

10 16. FLDS control over UEP property changed somewhat in 2005 when a Utah court
11 determined that the existing UEP Trustees had engaged in breach of trust and violation of Utah
12 law and appointed Bruce Wisan (“Wisan”) as Special Fiduciary of the UEP.

13 17. Effective October 25, 2006, the Utah court reformed the UEP based on neutral
14 principles of law rather than religious doctrine or practice. The UEP, as reformed in 2006, is
15 to provide for the just wants and needs of the class of potential trust participants, *i.e.*, those
16 who previously made contributions of property or time, talents or materials to the UEP or to
17 the FLDS Church, and those who subsequently make contributions to the UEP which are
18 approved by the Board, regardless of the potential participants’ current religion.

19 18. When Wisan became the Special Fiduciary of the UEP, dozens of unfinished
20 homes in various stages of completion had been abandoned since late 2002 and were
21 deteriorating. The UEP began working on making housing on UEP land available to potential
22 trust participants regardless of religion and on subdividing the UEP property. To subdivide its
23 land, the UEP needed cooperation from the Defendants, which are composed of FLDS
24 members.

25 19. Defendants raised concern about connecting water service to properties that had
26 not been previously served with water in the context of discussions with the reformed UEP in

1 April and May 2007 about subdividing UEP land for distribution to trust beneficiaries,
2 regardless of religion.

3 20. On or about April 25, 2007 in the context of reviewing a UEP subdivision
4 proposal, Utility Board President Jonathan Fischer stated that additional studies of the water
5 and wastewater systems are needed to determine the actual capacity of the systems.

6 21. According to a May 18, 2007 report to Defendant Colorado City's Town
7 Council, Colorado City Town Manager David Darger ("Darger") spoke with Wisan about
8 whether there would be roadblocks with water if someone submitted a building permit and
9 Darger responded that he couldn't say yes or no because no study had been done to determine
10 how much water was available although there seemed to be shortages in summer. Darger's
11 report also indicates that Wisan offered on behalf of the UEP to work with the Defendants to
12 help with infrastructure, particularly water.

13 22. Thereafter, the UEP hired a water engineer and requested records from
14 Defendants to determine how much water was available. A dispute arose as to whether the
15 records had been fully provided to the UEP by Defendant TCWA. On or about February 28,
16 2008, the UEP sought judicial relief to compel Defendant TCWA to provide subpoenaed water
17 records. The dispute between the UEP and Defendant TCWA over production of water
18 records continued on in Utah courts until approximately May 2010.

19 23. As of December 2009, the Defendants had not measured the aquifer and had not
20 determined how much water was available for culinary water connections in their municipal
21 water service area.

22 **Ronald Cooke**

23 24. Cooke was born in the Colorado City/Hildale area, and was raised in the FLDS
24 religion. However, Cooke left the FLDS religion at age 18 or 19, and moved to Phoenix to
25 work in construction.

26 25. In 2005 while doing road work in Phoenix, a large truck hit Cooke and he
suffered traumatic brain and spinal cord injury, facial paralysis, and multiple mental and

1 physical impairments which, according to Cooke and his doctor, substantially and permanently
2 limit him in performing multiple major activities of daily living including but not limited to:
3 walking and balancing, memory and cognition, bladder and bowel function, and breathing.

4 26. Due to his disabilities, Cooke needs running water to clean catheters, bathe
5 frequently, avoid infection and wash laundry. He also requires reliable electricity to run the
6 electronic medical device that assists him with breathing when he sleeps.

7 27. Desiring to live near friends and family in Colorado City, Cooke applied to the
8 UEP for suitable, affordable housing for himself, his wife, Jinjer, and their three children. The
9 UEP determined that Cooke was a trust participant due to the past contributions of his time and
10 construction work that Cooke had made to improve UEP property.

11 28. On or about late 2007 or early 2008, Cooke and his wife looked at numerous
12 vacant UEP properties in Colorado City with Cooke's brother, Seth Cooke, who was also a
13 general contractor and a member of the UEP Housing Advisory Board, before locating an
14 unfinished home at 400 or 420 E. Academy Avenue in Colorado City, Arizona ("the subject
15 property").

16 29. The subject property was the only available property in UEP inventory in
17 Colorado City at the relevant time that both met Cooke's disability needs and was large
18 enough for his family. Among other things, the subject property had enough bedrooms for the
19 Cookes, was located on a single level without stairs, had wide enough hallways to
20 accommodate his wheelchair and motorized scooter, was unfinished so that a roll in shower
21 and tile floors could be easily installed without retrofitting, and it satisfied anticipated
22 disability-related funding restrictions.

23 30. On or about February 11, 2008, Cooke entered into an occupancy agreement for
24 the subject property with the UEP, the owner of the subject property. The Cookes planned to
25 move to Colorado City after the children finished school in May, and live in their travel trailer
26 for no more than a month while Seth Cooke completed construction and utilities were hooked
up for the home.

1 **Utilities**

2 31. In April or May 2008, representatives of the Defendant Municipalities told
3 Cooke and Seth Cooke that they would not grant a water service connection for the subject
4 property because, due to a water shortage, no new water connections would be provided for
5 property that had never had water service (“new connections”). Water service connections
6 would only be provided to properties which had water service at some time in the past and
7 needed to be reconnected (“existing connections”).

8 32. On or about May 27, 2008, Cooke, Jinjer Cooke, and Seth Cooke met with
9 Darger and Freeman Barlow in the Colorado City Town Hall to discuss getting utilities for the
10 subject property. The Cookes told Darger that Defendant Colorado City had issued a building
11 permit for construction of a home on the subject property in April 2001 for builder Robert
12 Black (“the 2001 building permit”), and that it contains signatures indicating that all utilities,
13 including water, had been approved. The Cookes also stated that under the usual practice,
14 utility hookup and impact fees were paid before issuance of the 2001 building permit. On
15 behalf of Defendant Colorado City, Darger maintained that the 2001 building permit for the
16 subject property had expired because no construction had been done for more than 180 days
17 and, as a result, Cooke would need to obtain a new building permit, submit new construction
18 plans and related documents, and have inspections before getting utilities. The Cookes stated
19 that residents of Colorado City often live in unfinished homes without ever having to get new
20 building permits and that the Cookes shouldn’t need a new building permit because they were
21 not changing the footprint of the house, but Darger insisted that the 2001 permit had expired.
22 Darger also refused to give the Cookes a copy of the construction plans on file for the subject
23 property.

24 33. On or about May 27, 2008, Cooke, Jinjer Cooke, and Seth Cooke also met with
25 Jerry Barlow in the Utility Office of Defendant HCC Utilities, explained Cooke’s disability-
26 related need for water service at the subject property, and discussed procedures for getting
utility service. Jerry Barlow gave the Cookes a checklist including utility construction

1 submittal requirements that he said that they would need to submit before obtaining a quote for
2 utilities.

3 34. In May 2008, Cooke submitted power and sewer utility applications to a lady in
4 the Utility Office, and called for blue staking of utility lines.

5 35. Thereafter, Defendants took no action on Cooke's utility applications, and did
6 not blue stake to show the location of sewer and water laterals to the subject property.

7 36. Without approval of utilities for the subject property by Defendants, all five of
8 the Cookes had to live together in their small travel trailer without running water. This was
9 especially difficult due to Cooke's incontinence. Jinjer Cooke and her son had to haul away
10 raw sewage on a regular basis, and had to haul irrigation water and store it in a tank where it
11 would get moldy before the Cookes used it. The Cookes had to rely on a propane fueled
12 generator to power their travel trailer and to run Cooke's electronic breathing machine while
13 he slept. They also had to take their laundry to St. George, Utah every few days because there
14 were no laundromats in the Colorado City or Hildale area.

15 **Request for Reasonable Accommodation**

16 37. On October 24, 2008, with winter approaching, Cooke wrote a letter that was
17 provided to Mayor David Zitting of Defendant City of Hildale. In the letter, Cooke explained
18 his disability-related need for immediate utility service, including a water connection.

19 38. On or about December 8, 2008, the Cookes submitted a second application for
20 electric power to Defendants.

21 39. On or about December 8, 2008, Jinjer Cooke went to Jerry Barlow's office with
22 Kristi Bundrick of the Arizona Department of Economic Security Division of Developmental
23 Services to discuss utility service for the Cookes. Jerry Barlow denied receiving the Cookes'
24 May utility applications and stated that the Cookes needed to complete new applications for
25 utilities other than power, complete a utility checklist, and have a utility inspection before they
26 could receive utilities service from Defendants. Jinjer Cooke stated that the Cookes had not
received a response to Cooke's October 24, 2008 letter requesting immediate utility service.

1 Jerry Barlow then advised that the Cookes could not have a water connection because the
2 system was overextended and that Defendants were following a policy of no new water
3 connections since July 2007 when water emergencies had been declared, but that they were
4 still reconnecting existing water connections. Jerry Barlow further stated that determinations
5 of who would receive water connections were not based on engineering or health or safety,
6 only on policy.

7 40. On or about December 9, 2008, Darger met with Kristi Bundrick about the
8 Cookes' need for water. Darger stated that the Cookes' application for water was not just an
9 isolated instance but rather represented potentially hundreds of applications that would directly
10 impact the current resources. Kristi Bundrick informed Darger that the Cookes believed they
11 were being discriminated against based on religion and planned to file a civil rights complaint.

12 41. On or about December 9, 2008, Jerry Barlow indicated in his notes that he had
13 received a copy of Cooke's October 24, 2008 letter from Darger about a month earlier and
14 would be responding the following week.

15 42. On or about December 15, 2009, Jerry Barlow, as Business Manager of
16 Defendant Hildale, responded to Cooke's October 24, 2008 request for reasonable
17 accommodation on behalf of all Defendants. In the letter, Jerry Barlow again stated that the
18 Cookes could not have a water service connection because the water system is overextended
19 and that only properties with existing water connections are being reconnected. As to other
20 utilities, Jerry Barlow again denied having seen the Cookes' May 2008 utility application, and
21 told the Cookes that they had to fill out more utilities applications and have a utility inspection
22 before receiving utilities.

23 **Administrative Fair Housing Investigation**

24 43. On or about December 23, 2008, Cooke filed a timely complaint of housing
25 discrimination with the State's Civil Rights Division ("the Division") pursuant to A.R.S. § 41-
26 1491.22(C), in which he alleged that he had been the victim of disability and religious

1 discrimination by Defendants. The Division investigated Cooke's complaint pursuant to
2 A.R.S. § 41-1491.24(B).

3 44. During the Division's investigation, the Defendants acknowledged that they did
4 not have a written policy or ordinance denying new water service connections to properties
5 that have not had water service before, or allowing new water service only to properties that
6 previously had water service.

7 45. Although the Defendant Municipalities issued declarations of water emergency
8 in July 2007 after a pump failed, the emergency restrictions were in place only for several days
9 until the pump was fixed, and did not ban new water service connections.

10 46. The April 2007 Water Service Regulations of the Hildale-Colorado City Water
11 Department which govern supply and utilization of water in the area were never amended to
12 ban new water service connections.

13 47. The November 2008 letter report from Sunrise Engineering, submitted by
14 Defendants, did not recommend banning of new water service connections.

15 48. Since January 2008, Defendants have provided water service connections to
16 more than 100 properties with existing connections. Based on records provided by
17 Defendants, there are more than 80 other properties with existing water service connections for
18 which Defendants would be willing to provide water service connections, regardless of their
19 alleged water shortage.

20 49. Defendants have a water line running down Academy Avenue in the vicinity of
21 the subject property, and properties located at 325, 345, and 450 E. Academy Avenue, which
22 are on both sides of the subject property, have had water service connections and are eligible
23 for and/or are already receiving water from Defendants. The subject property is within
24 Defendants' municipal water service area.

25 50. At a September 14, 2009 public hearing before the Utility and Water Boards to
26 consider a proposed conciliation agreement under which the Cookes were to receive water
service, FLDS spokesperson Willie Jessop opposed the agreement, and Robert Black, who had

1 abandoned the subject property in or about 2002 and admittedly had not requested or received
2 permission from the UEP to occupy the subject property, announced that he had already
3 conferred with Defendants and would be making partial payments on a building permit for the
4 subject property. UEP representative Jethro Barlow also attended the hearing and informed
5 the Boards that Robert Black had abandoned the subject property years earlier, had informed
6 Jethro Barlow in 2005 that he no longer had any interest in the subject property, and currently
7 had no right to the subject property from the UEP which had given an occupancy agreement to
8 Cooke.

9 51. By resolution dated September 25, 2009, the Utility Board recommended that the
10 Defendant Municipalities not approve a conciliation agreement which would provide Cooke
11 with water service for the following reasons: (1) Defendants had informed Cooke before he
12 moved onto the subject property that water service would not be available under Defendants'
13 policy of not hooking up properties that had not had previous water service; (2) a UEP
14 representative had informed Defendants that the UEP planned to rent out 35 additional lots that
15 had not previously been connected to the culinary water system; (3) the UEP is unwilling to
16 provide assurances that it will discontinue placing individuals in lots which have not
17 previously been connected to the culinary water system; and (4) Defendants considered the
18 Cooke's fair housing complaint as the UEP's attempt to circumvent the Utility Board's
19 unwritten water connection policy.

20 52. On October 29, 2009, Utility Board President Jonathan Fischer stated under oath
21 to the Division that the Utility Board could not add one new water connection for Cooke
22 because that would have jeopardized the system, but that they would have added the
23 connection for Cooke if the UEP would have made assurance that no new families would be
24 placed in homes not previously connected to the water system.

25 53. On October 29, 2009, Jerry Barlow testified to the Division that he does not
26 know how many connections can be served based on the current water supply; he does know
the system is "maxed out," but Defendants will continue to provide connections to properties

1 that previously had water connections because that is Utility Board policy. Jerry Barlow also
2 acknowledged that the UEP offered to trade an existing water service connection on UEP land
3 so that Cooke could have a new water service connection for the subject property, but that
4 Defendants refused that offer.

5 54. Upon information and belief, there are approximately 50 unfinished homes on
6 UEP land which have had building permits from Defendants but have not had connections to
7 the municipal culinary water system, and the majority of those homes are in Colorado City,
8 Arizona. Upon information and belief, the UEP has received applications for occupancy
9 agreements from persons who are not FLDS members and who are seeking to reside in,
10 complete construction, and have utility services, including water connections, provided by
11 Defendants for those unfinished homes.

12 **New Building Permit Issued to Robert Black**

13 55. Despite their belief that the utility hookup and impact fees had already been paid
14 and that the 2001 building permit should have remained in effect under Defendants' usual
15 procedures, on or about October 13, 2009, the Cookes paid utility hookup and deposits and a
16 sewer impact fee to Defendants for the subject property, and tried to reach Darger and
17 Freeman Barlow to get a building permit. On October 14, 2009, Freeman Barlow informed
18 Jinjer Cooke that Defendant Colorado City had already issued a building permit to Robert
19 Black and, for that reason, would not issue a building permit to the Cookes. The Cookes asked
20 if they could have a utility inspection without a building permit, but received no response from
21 Defendants.

22 56. The 2009 building permit that Defendant Colorado City issued to Robert Black
23 is dated October 13, 2009 and, unlike the 2001 building permit for the subject property, the
24 2009 building permit bears no signature from the UEP, as property owner.

25 **Expiration of Building Permits**

26 57. The 2001 building permit has a notice indicating that the permit becomes null
and void if construction or work is suspended or abandoned for a period of 180 days at any

1 time after work is commenced. Defendants provided no evidence to the Division that they had
2 ever enforced the 180-day provision before imposing it upon Cooke for the 2001 building
3 permit.

4 58. Upon information and belief, Colorado City Town Manager and Building
5 Official Darger told UEP representative Jethro Barlow in 2005 that Colorado City had never
6 closed a building permit in the past on “work in progress.”

7 59. Darger confirmed to the Division that people often live in unfinished homes in
8 Colorado City for years during construction without getting new building permits.

9 60. During its investigation, the Division observed numerous occupied but
10 unfinished homes on UEP property in Colorado City. Despite the common practice of FLDS
11 members living in unfinished homes for years, Defendants had not issued any new building
12 permits from January 1, 2005 through October 1, 2009.

13 **Building Permit and Inspection Requirements**

14 61. In November 2009, Freeman Barlow of the Colorado City Building Department
15 stated under oath that Defendant Colorado City prefers to have a building permit before utility
16 inspections, but that it is not a hard and fast rule.

17 62. On December 4, 2009, Darger confirmed that Defendant Colorado City has
18 conducted utility inspections before issuance of a building permit and that while it prefers that
19 residents have an inspection before receiving utilities, it does not insist upon it.

20 **Utility Signatures on Building Permit**

21 63. Upon information and belief, at the time that Defendant Colorado City issued the
22 2001 building permit for the subject property, the usual practice in the Defendant
23 Municipalities was for the builder to pay utility impact and hookup fees to Fred Jessop, who
24 represented both the FLDS Church and the UEP, and then obtain the utility approvals and
25 sign-offs. Upon information and belief, the utility signatures on the 2001 building permit
26 indicate that utilities were approved for the subject property.