

FILED  
 7/7/05 11:55am  
 MICHAEL K. JEANES, Clerk  
 By S. Johnston  
 Deputy

1 TERRY GODDARD  
 Attorney General  
 Firm State Bar No. 14000

2 MICHELLE HIBBERT, No. 019819  
 3 Assistant Attorney General  
 Civil Rights Division  
 4 1275 W. Washington St.  
 Phoenix, AZ 85007  
 5 Telephone: (602) 542-7777  
 Attorneys for Plaintiff

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

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

No. CV2004-022729

13 Plaintiff,

CONSENT DECREE

14 vs.

(Assigned to The Hon. Barry C. Schneider)

15 EQUITY RESIDENTIAL PROPERTIES  
 16 MANAGEMENT CORP., a Delaware company,

17 Defendant.

19 On November 29, 2004, Plaintiff, the State of Arizona, through Attorney General Terry  
 20 Goddard and the Civil Rights Division (collectively "the State"), filed a Complaint in Maricopa County  
 21 Superior Court against Defendant Equity Residential Properties Management Corp. ("Equity") alleging  
 22 Equity violated the Arizona Fair Housing Act ("AFHA") A.R.S. § 41-1491 *et seq.*

23 As used herein, the term "Equity" shall refer to Equity, its affiliated and related officers,  
 24 directors, entities and their past, present and future shareholders, partners, members, insurers, agents,  
 25 successors and assigns, representatives and employees and all of its affiliated entities, (hereinafter  
 26 "Equity"). The State and Equity desire to resolve the issues raised by the Complaint without the time,

1 expense and uncertainty of further contested litigation. The State and Equity expressly acknowledge  
 2 that this Consent Decree is the compromise of disputed claims and that there was no adjudication of  
 3 any claim. Without admitting any liability for the claims made in the Complaint filed in this matter,  
 4 Equity agrees to be bound by this Decree and not to contest that it was validly entered into in any  
 5 subsequent proceeding to implement or enforce its terms. The parties therefore have consented to the  
 6 entry of this Decree, waiving trial, findings of fact and conclusions of law.

7 It appearing to the Court that entry of this Consent Decree ("Decree") will further the objectives  
 8 of the AFHA, and that the Decree fully protects the parties, the public, and persons.

9 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

10 **JURISDICTION**

11 1. This Court has jurisdiction over the subject matter of this action and over the parties  
 12 hereto, and venue in Maricopa County is proper.

13 **RESOLUTION OF THE COMPLAINT**

14 2. This Decree resolves all issues and claims relating to alleged acts and practices of  
 15 discrimination to which this Decree is directed and which Equity denies in full, and, with respect to such  
 16 matters, compliance with this Decree shall be deemed to be compliance with the AFHA. Subject to  
 17 performance by Equity of each of the promises, obligations, terms and conditions set forth below, the  
 18 State agrees to waive, release and covenant not to sue or claim against Equity in any forum with respect  
 19 to the matters which were or could have been alleged in the Complaint the State filed against Equity in  
 20 this matter.

21 **NO RETALIATION**

22 3. Equity agrees that it will abide by A.R.S. § 41-1491.14 through A.R.S. § 41-1491.21.

23 **POLICY CHANGES**

24 4. Equity shall keep posted at all times in a conspicuous, well-lighted place at all  
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1 residential apartment complexes owned and/or managed by Equity in the State of Arizona which are  
 2 covered by the provisions of AFHA a poster provided by the Arizona Civil Rights Division that states  
 3 that discrimination in housing based on race, color, religion, sex, national origin, familial status, or  
 4 disability is prohibited.

5 5. Equity is aware of and agrees to comply with Arizona fair housing laws regarding  
 6 reasonable accommodations. Equity has adopted and adheres to policies and procedures regarding  
 7 reasonable accommodation requests ("Reasonable Accommodation Policies") made by prospective and  
 8 actual tenants at any housing currently owned, managed, sponsored and/or controlled by Equity in the  
 9 State of Arizona that comply with the AFHA.

10 6. Equity has made these Reasonable Accommodation Policies available to all of its  
 11 employees who are responsible for the management of the Desert Homes apartment complex, and will  
 12 continue to do so in the future.

13 7. Equity agrees to provide the State with copies of these Reasonable Accommodation  
 14 Policies within thirty (30) days of a request by the State.

15 8. Within sixty (60) days after the effective date of this Decree, Equity shall provide a  
 16 notice to all tenants residing at the Desert Homes apartment complex that describes Equity's  
 17 Reasonable Accommodation Policies and that informs those tenants of their right to request a  
 18 reasonable accommodation to rules, policies, practices, or services, when such accommodation may be  
 19 necessary to afford them an equal opportunity to use and enjoy their dwelling units, including public  
 20 and common use areas.

21 9. Equity agrees that should any tenant of the Desert Homes apartment complex need a  
 22 reasonable accommodation for his or her disability in the future:

23 (a) the assigned property specialist or a designated representative will promptly instruct the  
 24 tenant to make his or her request in writing, or, if necessary, assist the tenant in making the request in  
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1 writing, stating the type of accommodation needed and providing details regarding the reason for the  
2 accommodation;

3 (b) the assigned property specialist or a designated representative will endeavor to ensure  
4 the confidentiality of information regarding the tenant's disability and/or physical, mental, psychological  
5 and/or psychiatric condition (except as otherwise required for Equity's legitimate business purposes or  
6 other valid reasons);

7  
8 (c) the assigned property specialist or designated representative will endeavor to make a  
9 good faith effort to provide a prompt, given the circumstances, written response to the tenant who  
10 requests the accommodation regarding whether the request is granted, denied, or whether Equity needs  
11 additional information to evaluate the request; and

12 (d) where an accommodation request is granted, the assigned property specialist or  
13 designated representative will satisfy the agreed-upon accommodation within a reasonable time frame.  
14

15 10. The parties agree that nothing herein shall preclude Equity from imposing a reasonable  
16 screening process for making determinations on requests for reasonable accommodation, provided that  
17 deference shall be given to the assessment of medical and health professionals as to the abilities and/or  
18 limitations of the tenant and whether the accommodation is necessary to afford the tenant equal  
19 opportunity to use and enjoy the dwelling, including public use and common areas.

20 11. Within sixty (60) days after this Decree is entered, Equity shall inform all of its Regional  
21 Managers in the State of Arizona about the terms of this Decree.

22 12. Eight (8) months after this Decree is entered, and at the request of the State, Equity shall  
23 submit to the State, within one (1) month after the State's request, the following:

24 (a) copies of all written requests submitted by tenants at the Desert Homes apartment  
25 complex requesting a reasonable accommodation based on his or her disability; and

26 (b) copies of any and all information indicating the action taken by Equity in response to

1 requests for reasonable accommodations by tenants claiming disabilities under (a), including written  
 2 notices provided to tenants stating whether such requests were granted or denied and the reason for the  
 3 action taken, information stating whether the accommodations were completed, and information  
 4 indicating the timeliness of Equity's response to requests and completion of accommodations.

5 **TRAINING**

6 13. Equity agrees that within ninety (90) days after this Decree is entered all of its office  
 7 employees at the Desert Homes apartment complex will undergo a minimum of three (3) hours of  
 8 training in the state and federal fair housing laws. At the State's request, Equity will provide the State  
 9 with a report, within thirty (30) days, that will include: (1) the date of the training; (2) the duration of  
 10 the training; (3) the name and title of the person(s) who conducted the training; (4) a copy of the  
 11 training outline or course content; and (5) a copy of the attendance list which will show the name and  
 12 position title of each person who attended the training.

13 14. Equity agrees to ensure that each new employee responsible for the management of the  
 14 Desert Homes apartment complex shall have a minimum of three (3) hours of training in the state and  
 15 federal fair housing laws within ninety (90) days after commencing employment with Equity. Equity  
 16 agrees that such employees shall be supervised by other employees who have completed this training  
 17 until they have completed it.

18 **RELIEF**

19 15. Equity agrees that within thirty (30) days after this Decree is entered, Equity shall have  
 20 assigned Virgil Madsen one (1) accessible, designated handicapped parking space. That parking space  
 21 shall be assigned to Mr. Madsen throughout his tenancy at the Desert Homes apartment complex or  
 22 until such time that Mr. Madsen states, in writing, that he no longer needs that parking space. Equity  
 23 also agrees to assist Mr. Madsen in ensuring that only Mr. Madsen, Nina Sinor, or guests at their  
 24 apartment park in that assigned parking space. Nothing in this Agreement precludes Equity from  
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1 enforcing its procedures and policies with respect to Mr. Madsen or any other resident and Equity's fair  
2 enforcement of such procedures and policies will not be deemed to be per se retaliation.

3 16. The following modifications have been made at Desert Homes Apartments:

4 (a) ; Curb cuts/ramp were added from the street to the sidewalk that leads to Madsen's  
5 apartment;

6 (b) ; Two handicap parking spaces were added to Desert Homes. One is assigned to  
7 Mr. Madsen. A sign which reads "Reserved for Apartment 1003" was placed in front of  
8 Mr. Madsen's current handicapped parking spot;

9 (c) Curb cuts were added and a 3-way ramp was installed across the street leading to  
10 the mailroom, along with bollards to prevent cars from blocking the ramp area. Striping  
11 was also painted on the street;

12 (d) The ramp going into the dog park was re-constructed, curb cuts were added and a  
13 gate to the dog park was added as well. A sidewalk with a concrete pad (where Madsen  
14 can sit in his wheelchair away from the sidewalk) was also added to the dog park;

15 (f) The sidewalk near the handrail was widened from 4 feet to 8 feet.

16 17. Equity agrees to make a charitable donation to the Power Paws Assistance Dogs  
17 organization in the amount of \$1,000 within twelve (12) days after this Decree is entered. Proof of this  
18 donation shall be sent to Michelle Hibbert, Assistant Attorney General, Arizona Attorney General's  
19 Office, 1275 W. Washington Street, Phoenix, Arizona 85007, within twelve (12) business days after  
20 this Decree is entered.

21 18. Equity agrees to pay the sum of \$1,000 to be used by the Arizona Attorney General's  
22 Office, Civil Rights Division, to monitor compliance with the provisions of this Decree and to enforce  
23 civil rights laws in Arizona. Payment will be made within twelve (12) business days after entry of this  
24 Decree, and shall be made payable to the Arizona Attorney General's Office, and sent to Michelle  
25 Hibbert, Assistant Attorney General, Arizona Attorney General's Office, 1275 W. Washington Street,  
26 Phoenix, Arizona 85007.

## 1 MISCELLANEOUS PROVISIONS

2 19. When this Decree requires the submission of reports, notices, payments or other  
3 materials to the State, they shall be mailed to: Michelle Hibbert, Assistant Attorney General, Arizona  
4 Attorney General's Office, 1275 W. Washington Street, Phoenix, Arizona 85007, or her successors.  
5 When communicating with Equity, the State shall mail all materials to: Equity Residential Properties  
6 Management Corp., Attention Legal Department, c/o Jim Fiffer and/or Lisa Leib, Two North Riverside  
7 Plaza, Suite 400, Chicago, IL 60606-2609.

8 20. The parties shall bear their respective attorneys' fees and costs incurred in this action up  
9 to the date this Decree is entered.

10 21. If the State deems that Equity has somehow violated or breached any portion of this  
11 Agreement, the State agrees to promptly notify Lisa C. Leib or James Fiffer in writing, of Equity's  
12 alleged breach. Equity will be given a minimum of thirty (30) days to correct, cure or remedy the  
13 alleged problem (The "Cure Period"). The State agrees to cooperate with Equity in attempting to  
14 resolve any alleged violation or breach and further agrees that while Equity is in the process of  
15 attempting to correct the problem, it will not institute, file or otherwise bring any enforcement action,  
16 charge, case, cause, suit, or proceeding against Equity in any forum relating to these alleged breaches.  
17 If Equity corrects the problem, then the State agrees that it will not institute, file or otherwise bring any  
18 enforcement action, charge, case, cause, suit, or proceeding against Equity in any forum, that arose  
19 from, is comprised of, is related to, is in reliance on, or is supported by, in anyway, by the alleged  
20 violations or breaches. In any action brought to assess or enforce Equity's compliance with the terms  
21 of this Decree, the Court may in its discretion award reasonable costs and attorneys' fees to the  
22 prevailing party.

23 22. The parties represent that they have read this Decree in its entirety and are satisfied that  
24 they understand and agree to all its provisions, and represent that they have freely signed this Decree  
25 without coercion.  
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23 23. This Decree shall be binding on and inure to the benefit of Equity, its heirs, assigns,  
successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of  
Equity.

1 24. This Decree shall be governed in all respects by the laws of the State of Arizona.

2 25. The entry of this Decree shall not in any way be construed as an admission of liability or  
3 fault by Equity.

4 **CONTINUING JURISDICTION OF THE COURT**

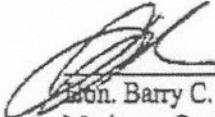
5 26. The Court shall retain jurisdiction over both the subject matter of this Decree and the  
6 parties for one year from entry of this Decree to effectuate and enforce this Decree. This Decree shall  
7 expire by its own terms one year from entry of the Decree, without further action of the parties. The  
8 State may petition this Court for compliance with this Decree at any time during the period that this  
9 Court maintains jurisdiction over this action, but before doing so will comply with The "Cure Period"  
10 set forth in Paragraph 21 of this Agreement. Should the Court determine that Equity has not complied  
11 with this Decree, appropriate relief may be ordered.

12 **EFFECTUATING DECREE**

13 27. The parties agree to the entry of this Decree upon final approval by the Court. The  
14 effective date of this Decree shall be the date that it is entered by the Court.

15 28. This Consent Decree may be executed in two or more counterparts, each of which shall  
16 be deemed an original. A signature by facsimile shall be deemed an original signature.

17 ENTERED AND ORDERED this 10th day of July 2005.

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20 Hon. Barry C. Schneider  
21 Maricopa County Superior Court Judge  
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APPROVED AS TO FORM AND CONTENT  
this 11<sup>th</sup> day of July, 2005:

EQUITY RESIDENTIAL PROPERTIES MANAGEMENT CORP.

By [Signature]  
Its Vice-President

APPROVED AS TO FORM AND CONTENT  
this 11<sup>th</sup> day of July, 2005:

TERRY GODDARD  
Attorney General

By [Signature]

Michelle Hibbert  
Assistant Attorney General  
1275 W. Washington Street  
Phoenix, Arizona 85007  
Attorneys for Plaintiff

ORIGINAL of the foregoing  
filed this 11<sup>th</sup> day of July, 2005, with:

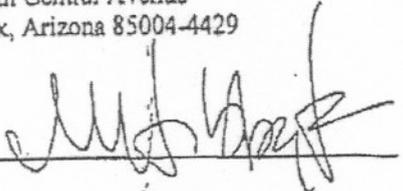
Clerk of the Court  
Maricopa County Superior Court  
201 West Jefferson Street  
Phoenix, Arizona 85003

COPIES sent this 11<sup>th</sup> day  
of July, 2005, to:

The Hon. Harry C. Schneider  
125 West Washington Street  
Phoenix, Arizona 85003-2243

1 Michelle Hibbert  
2 Arizona Attorney General's Office  
3 1275 West Washington Street  
4 Phoenix, Arizona 85007-2926

5 Rick Cohen  
6 Lewis and Roca, LLP  
7 40 North Central Avenue  
8 Phoenix, Arizona 85004-4429

9 By 

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