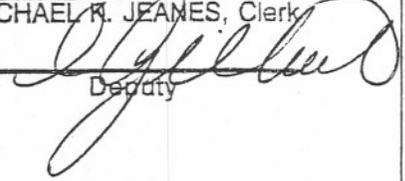


Check for 3,500 rec'd 7/19/05

FILED  
6-14-05 10:41a.m.  
MICHAEL R. JEANES, Clerk  
By  Deputy

1 TERRY GODDARD  
2 Attorney General  
3 Firm State Bar No. 14000

4 SANDRA R. KANE, No. 007423  
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6 Civil Rights Division  
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8 Phoenix, AZ 85007  
9 Telephone: (602) 542-8862  
10 Attorneys for Plaintiff

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

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

No. CV2004-010054

**CONSENT JUDGMENT**

(Assigned to Hon. Ruth H. Hilliard)

19 vs.

**COPY FOR  
CERTIFICATION**

20 BATES M. SALE and WANDA S. SALE, husband  
21 and wife; BATES M. SALE FAMILY LIMITED  
22 PARTNERSHIP, an Arizona limited partnership; and  
23 BATES M. SALE INVESTMENT COMPANY, an  
24 Arizona corporation,  
25  
26 Defendants.

Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil Rights Division of the Arizona Department of Law ("the State"); and Defendants Bates M. Sale and Wanda S. Sale, husband and wife; Bates M. Sale Family Limited Partnership, an Arizona limited partnership; and Bates M. Sale Investment Company, an Arizona corporation (collectively "Defendants") have resolved the matters in controversy between them and have consented to the terms of this consent judgment ("the Judgment"), as follows:

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**STIPULATED RECITALS:**

1. On May 21, 2004, the State filed a complaint for damages and injunctive relief in Maricopa County Superior Court under CV2004-010054 ("the Complaint") against Defendants Bates M. Sale and Wanda S. Sale, husband and wife; Bates M. Sale Family Limited Partnership, an Arizona limited partnership; and Bates M. Sale Investment Company, an Arizona corporation ("Defendants").

2. The caption of the Complaint erroneously referred to Defendant Bates M. Sale Family Limited Partnership as "Bates M. Sale Family Partnership, an Arizona limited partnership," but the body of the Complaint correctly referred to Defendant Bates M. Sale Family Limited Partnership. The parties stipulate that Defendant Bates M. Sale Family Limited Partnership has appeared and defended this action from inception, consents to be bound by the Judgment, and should be substituted for Bates M. Sale Family Partnership in this case.

3. The Complaint alleged that the Defendants, who own and/or operate the Windhaven RV Park in Yuma, Arizona or the real property on which it is located ("the Park"), engaged in familial status discrimination and retaliation against Lynne Bowers and Robert Bowers ("the Bowers") and other families with children in violation of the Arizona Fair Housing Act, A.R.S. §§ 41-1491.14, -.15, -.18, and -.35, by: (a) steering families away from renting spaces at the Park; (b) informing residents of their intent not to have families with children in the Park; (c) informing residents that the leases of younger people would not be renewed so that the Park could convert to housing for persons age 55 and over; (d) publishing rules imposing undue restrictions on children's ability to be unaccompanied in the Park; (e) refusing to renew the Bowers' lease and advising the Bowers to move out of the Park because of their familial status; (f) imposing different terms, conditions and privileges of renting a dwelling upon the Bowers when it refused to renew their lease because of their familial status; (g) coercing, intimidating,

1 threatening, retaliating and interfering with the Bowers in the exercise and enjoyment of their dwelling  
2 by refusing to renew their lease and requesting that they move out of their dwelling because the Bowers  
3 lived with their minor child at the Park and engaged in activity protected by the Arizona Fair Housing  
4 Act by filing an administrative complaint of housing discrimination; and (h) by engaging in a pattern or  
5 practice of resistance to the full enjoyment of rights granted to families with children under the Arizona  
6 Fair Housing Act.

7  
8 4. On June 11, 2004, the State filed an Amended Complaint in this action against the  
9 Defendants, containing an additional allegation that the Defendants retaliated against the Bowers in  
10 violation of A.R.S. §§ 41-1491.18, -14 and -15 by charging them a "visitor" fee for their minor  
11 daughter to live with them at the Park after the filing of this action.

12  
13 5. In the Complaint and the Amended Complaint, the State sought relief on behalf of the  
14 Bowers and other families with children, including monetary and injunctive relief for the Bowers and  
15 injunctive and other appropriate relief to protect other families with children.

16  
17 6. The Defendants have been served with the Amended Complaint, and have each  
18 appeared in this action.

19  
20 7. The Defendants deny the allegations contained in the Complaint and the Amended  
21 Complaint.

22  
23 8. The State and the Defendants desire to resolve the issues raised by the Complaint and  
24 the Amended Complaint without the time, expense and uncertainty of further contested litigation. The  
25 parties expressly acknowledge that this Judgment is the compromise of disputed claims and that there  
26 was no adjudication of any alleged issue of fact or law or of any alleged claim. Nothing in this  
Judgment, the Complaint or the Amended Complaint filed by the State, or the negotiation process that

1 led to this Judgment, shall be construed as an admission of liability by the Defendants under any  
2 federal, state or local law.

3 9. Without admitting any liability for the claims made in the Complaint or the Amended  
4 Complaint filed in this matter, the Defendants agree to be bound by this Judgment and not to contest  
5 that it was validly entered into in any subsequent proceeding to implement or enforce its terms. The  
6 parties therefore have consented to the entry of this Judgment, waiving trial, findings of fact, and  
7 conclusions of law.  
8

9 **ORDER:**

10 It appearing to the Court that entry of this Judgment will further the objectives of the Arizona  
11 Fair Housing Act, and that the Judgment fully protects the parties, the Bowers, the public, and persons  
12 who may in the future be discriminated against by the practices, acts and conditions described in the  
13 State's Complaint and Amended Complaint, with respect to the matters within the scope of this  
14 Judgment,  
15

16 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as  
17 follows:  
18

19 **JURISDICTION**

- 20 1. This Court has jurisdiction over the subject matter and the parties to this action.

21 **RESOLUTION OF THE COMPLAINT**

22 2. This Judgment resolves all issues and claims set forth in the State's Complaint and  
23 Amended Complaint filed in this case. This Judgment also constitutes a full and complete settlement  
24 of any and all past and present claims that the State may have against the Defendants regarding the  
25 alleged acts and practices of discrimination to which this Judgment is directed.  
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**NO RETALIATION**

3. Defendants shall not retaliate or discriminate against the Bowers or against any other person in any way because he or she opposed a practice reasonably believed by him or her to be unlawful under A.R.S. §§ 41-1491.14 to 41-1491.21 of the Arizona Fair Housing Act, or because he or she has filed a complaint, given testimony or assistance, or participated in any manner in any investigation or proceeding under the Arizona Fair Housing Act.

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**NEW POLICY, TENANT RULES, AND LEASE AGREEMENTS**

4. Within thirty (30) days of the effective date of this Judgment, Defendants shall adopt and implement a written policy ("the Policy") which prohibits discrimination because of race, color, national origin, religion, sex, familial status, or disability at the Park and at any other residential rental properties that Defendants may own and/or operate in the State of Arizona.

5. Within thirty (30) days of the effective date of this Judgment, Defendants shall adopt and implement written tenant rules ("the Rules") and lease agreements ("the Lease Agreements") that provide equal housing opportunities for all tenants and prospective tenants of the Park, including families with children, in accordance with the Arizona Fair Housing Act.

6. Within thirty (30) days of the effective date of this Judgment, Defendants shall distribute copies of the Policy, the Rules, and the Lease Agreements to: (a) all tenants at the Park; (b) to all of the Defendants' employees or agents who act as general managers, resident property managers, property supervisors, or onsite managers at the Park; and (c) to the State.

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**POSTER**

7. Defendants shall keep posted at all times in a conspicuous, well-lighted place at the Park office, a poster provided by the Division which states that it is unlawful to discriminate in housing

1 based on race, color, national origin, religion, sex, familial status, or disability.

2 **TRAINING**

3 8. Within one hundred twenty (120) days of the effective date of this Judgment,  
4 Defendants Bates M. Sale, Wanda S. Sale, and all of their employees or agents who act as general  
5 managers, resident property managers, property supervisors or onsite manager representatives at the  
6 Park shall attend three hours of training regarding their obligation to comply with state and federal fair  
7 housing laws, with emphasis on familial status discrimination and retaliation.. Said training shall be  
8 conducted by professional staff and/or trained consultants who are knowledgeable in the subject matter  
9 and the requirements set forth in the above-mentioned state and federal laws, and approved in advance  
10 by the State.  
11

12  
13 9. The Defendants shall report their compliance with this training requirement to the State  
14 within thirty (30) days of their completion of the training. Said report will include: (a) the date of the  
15 training; (b) the duration of the training; (c) the name and title of the person(s) who conducted the  
16 training; (d) a copy of the training outline or course content; and (e) a written and signed verification  
17 regarding each person who attended the training.  
18

19 **INJUNCTION**

20 10. Defendants are enjoined from discriminating against tenants or prospective tenants  
21 and/or permitting them to be discriminated against by others on the basis of race, color, national origin,  
22 religion, sex, familial status or disability, at the Park or any other residential rental properties that the  
23 Defendants own and/or manage in Arizona. Conduct prohibited by this injunction includes but is not  
24 limited to the following policies and practices:  
25

26 (a) Applying a two person per space occupancy limitation to families with children

1 at the Park;

2 (b) Imposing extra person or guest fees applicable to children residing at the Park;

3 (c) Requiring that all children under fourteen (14) years of age must be accompanied  
4 by an adult anywhere at the Park;

5 (d) Imposing limitations on children under fourteen (14) years of age that are not  
6 imposed on adults, with respect to riding bicycles or using rollerblades, roller-skates, or skateboards at  
7 the Park;

8 (e) Steering away or otherwise discouraging families with children from renting  
9 spaces at the Park;

10 (f) Treating families with children differently than other tenants with respect to the  
11 terms, conditions and privileges of rental of spaces or the renewal of tenancy at the Park;

12 (g) Informing tenants of an intent not to have families with children residing at the  
13 Park; and

14 (h) Refusing to renew a lease of or otherwise retaliating against a tenant for filing a  
15 complaint of housing discrimination with the State.

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19 11. In the event that the State believes that the Defendants or any of them have violated the  
20 Judgment with respect to the operation of the Park or any other residential rental properties that they  
21 own and/or manage in Arizona, the State shall request a hearing and shall provide evidence to the Court  
22 concerning the apparent violation. Upon a finding that Defendants have violated the Judgment, the  
23 Court may impose upon Defendants any remedies available under A.R.S. §§ 41-1491.34 and 41-  
24 1491.35. The parties agree that this provision is in the nature of equitable relief authorized by A.R.S.  
25 §§ 41-1492.34 and 41-1491.35, that it is designed to deter future violations, and that it will not be  
26

discharged in bankruptcy.

1  
2 12. This injunction shall remain in force for two years following the effective date of the  
3 Judgment.

#### 4 **RELIEF FOR THE BOWERS**

5 13. Upon receipt of the Bowers' notice of abandonment of their trailer at the Park on or  
6 before May 5, 2005, Defendants shall pay to the Bowers the sum of fifteen thousand dollars  
7 (\$15,000.00) for alleged housing discrimination by Defendants. Payment will be made in the form of  
8 two checks in the total amount of \$15,000.00 made payable to Lynne Bowers and delivered to the State  
9 within ten (10) days of Defendants' receipt of notice of abandonment; with one check being issued by  
10 Western Agricultural Insurance Company in the amount of \$10,000.00 and the second check being  
11 issued by Defendants in the amount of \$5,000.00.  
12  
13

#### 14 **COSTS AND MONITORING**

15 14. Upon entry of this Judgment, Defendants will pay the State the sum of three thousand  
16 five hundred dollars (\$3,500.00) to be used by the Attorney General's Office, Civil Rights Division, to  
17 monitor compliance with the provisions of the Judgment and to enforce civil rights laws in Arizona.  
18 Payment will be made by delivering to the State a check in the amount of \$3,500.00 made payable to  
19 the "Arizona Attorney General," within ten (10) days of the Court entering this Judgment.  
20

21 15. Defendants shall allow the State through the Civil Rights Division of the Arizona  
22 Department of Law to make reasonable inquiry and investigation regarding compliance with the  
23 Judgment, including unannounced on site inspections and record reviews at the Park.  
24

25 16. Except as set forth in paragraph 14 above, the parties shall bear their respective  
26 attorneys' fees and costs incurred in this action up to the date of entry of the Judgment.

## CONTINUING JURISDICTION OF THE COURT

1  
2 17. The Court shall retain jurisdiction over both the subject matter of this Judgment and the  
3 parties for a period of not less than two years from entry of the Judgment. Unless the State notifies the  
4 Court that it has received additional charges of discrimination which toll the Court's continuing  
5 jurisdiction, this Judgment shall expire by its own terms at the end of two years after entry of the  
6 Judgment without further action of the parties. The State may petition this Court for compliance with  
7 the Judgment at any time during the period that this Court maintains jurisdiction over this action.  
8 Should the Court determine that Defendants or any of them have not complied with this Judgment,  
9 appropriate relief, including extension of this Judgment for such period as may be necessary to remedy  
10 the noncompliance, may be ordered.  
11

## MISCELLANEOUS PROVISIONS

13 16. This Judgment shall be governed in all respects whether as to validity, construction,  
14 capacity, performance or otherwise by the laws of the State of Arizona.  
15

16 17. The entry of this Judgment shall not in any way be construed as an admission of liability  
17 or fault by Defendants.  
18

## RELEASE

19 18. Except for the obligations of Defendants that are expressly set forth in this Judgment,  
20 Defendants and their past, present, and future officers, shareholders, directors, managers, members,  
21 employees, agents, partners, affiliates, insurers and parents are released from any and all civil liability  
22 to the State for the issues and claims raised in the State's Complaint and Amended Complaint in this  
23 matter, and those that were required to be raised or that could have been raised in the Complaint and  
24 Amended Complaint under Arizona law.  
25

26 19. The Defendants' obligations under this Judgment will extend to any and all of  
Defendants' heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and  
personal representatives.



1 2. Defendants agree to the jurisdiction of the Court and consent to entry of this Consent  
2 Judgment.

3 3. Defendants and the State affirm that no promise of any kind or nature whatsoever (other  
4 than the terms of this Consent Judgment) was made to induce them to enter into this Consent  
5 Judgment, that they have entered into this Consent Judgment voluntarily, and that this Consent  
6 Judgment constitutes the entire agreement between Defendants and the State.  
7

8 4. Bates M. Sale represents that as General Partner of Defendant Bates M. Sale Family  
9 Limited Partnership, an Arizona limited partnership, and as President of Defendant Bates M. Sale  
10 Investment Company, an Arizona corporation, he is duly authorized to and hereby does consent to this  
11 Consent Judgment for and on behalf of those Defendants and himself.  
12

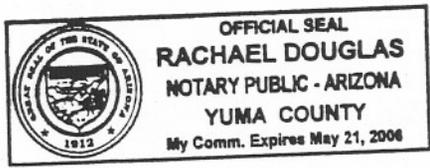
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14 Bates M. Sale, individually and on behalf of  
15 Bates M. Sale Family Limited Partnership and  
16 Bates M. Sale Investment Company.

17 State of Arizona )  
18 County of YUMA ) S.S.

19 Subscribed and sworn to before me this 25<sup>th</sup> day of MAY, 2005, by Bates M. Sale.

20   
21 Notary Public

22 My Commission Expires:  
23 5/20/06



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5. Wanda S. Sale hereby consents to this Consent Judgment.

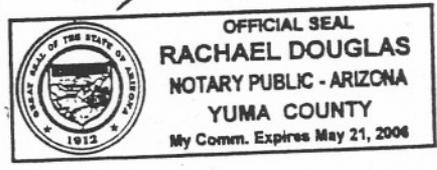
*Wanda S. Sale*  
Wanda S. Sale

State of Arizona )  
County of Yuma ) S.S.

Subscribed and sworn to before me this 25<sup>th</sup> day of MAY, 2005, by Wanda S. Sale.

*Rachael Douglas*  
Notary Public

My Commission Expires:  
5/21/06



**APPROVED AND CONSENTED TO:**

TERRY GODDARD  
Attorney General

By \_\_\_\_\_  
Sandra R. Kane  
Assistant Attorney General  
1275 W. Washington Street  
Phoenix, AZ 85007  
Attorneys for Plaintiff

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

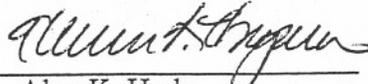
MEERCHAUM AND MEYER, P.L.L.C.

By \_\_\_\_\_  
John E Meerchaum  
226 South First Avenue  
Yuma, Arizona 85364  
Attorneys for Defendants

Date: \_\_\_\_\_



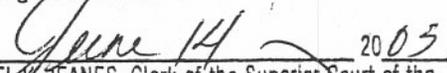
HOLM WRIGHT HYDE & HAYS PLC

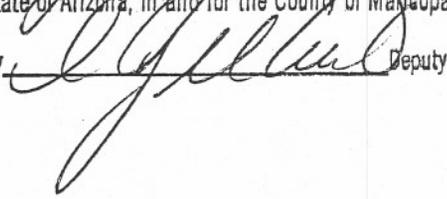
By   
Alan K. Hyde  
10429 S. 51<sup>st</sup> Street, Suite 285  
Phoenix, Arizona 85044  
Co-Counsel for Defendants Bates M. Sale and  
Wanda S. Sale

Date: 6/6/05

273708

The foregoing instrument is a full, true and correct copy  
of the original document.

Attest  20 05  
MICHAEL K. JEANES, Clerk of the Superior Court of the  
State of Arizona, in and for the County of Maricopa.

By  Deputy