



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

**CIVIL RIGHTS DIVISION
COMPLIANCE SECTION**

Terry Goddard
Attorney General

Ronald Cooke,)
)
 Complainant,)
)
 v.)
)
 Hildale-Colorado City Utilities (Hildale-)
 Colorado City Power, Water, Sewer and)
 Gas Department and Twin City Water)
 Authority); Twin City Power; City of)
 Hildale, Utah; and Town of Colorado City,)
 Arizona,)
)
 Respondents.)
)

Complaint No. CRD P0012008005944

**REASONABLE CAUSE
DETERMINATION**

The Civil Rights Division issues the following determination on the merits of this charge:

Respondent Hildale-Colorado City Utilities (“HCC Utilities”) is an intergovernmental utility entity of the “twin cities” of Respondent Town of Colorado City, Arizona and Respondent City of Hildale, Utah (“the Respondent Municipalities”). HCC Utilities administers and provides water, sewer and gas utilities to customers residing in Colorado City and Hildale, and consists of the Hildale-Colorado City Power, Water, Sewer and Gas Department, and Twin City Water Authority, a nonprofit corporation. HCC Utilities has a board (“the Utility Board”) which, among other things, makes policy recommendations to and follows utility-related resolutions and ordinances adopted by the Respondent Municipalities. Respondent Twin City Power is an intergovernmental entity of the Respondent Municipalities and provided electric utility service for Colorado City and Hildale residents until on or about July 2009 when another provider took over that responsibility.

On December 23, 2008, Complainant Ronald Cooke (“Cooke”) filed a timely fair housing complaint with the Civil Rights Division of the Arizona Attorney General’s Office pursuant to A.R.S. § 41-1491.22. In the complaint, Cooke states that he has multiple severe disabilities and is no longer a member of the Fundamentalist Church of Jesus Christ of Latter Day Saints (“FLDS”), and alleges that the Respondents discriminated against him based on religion and disability by denying him utility services at a home located at 400 or 420 E. Academy Avenue in

Colorado City, Arizona (“the subject property”) for which he has an occupancy agreement with the United Effort Plan Trust (“the UEP”), the property owner. In particular, Cooke alleges that the Respondents: (1) told him he could not have a water service connection for the subject property due to a water shortage, (2) failed to act upon his May and December applications for other utilities, and (3) told him that the existing building permit for the subject property had expired because no construction had been done for more than 180 days and that, as a result, he would not get approval for any utilities for the subject property unless he first submitted a new set of construction plans, got a new building permit, and had an inspection by the Respondents. Cooke alleges that the Respondents do not impose these requirements upon FLDS members. Cooke further alleges that due to the Respondents’ discrimination, he and his family have been without running water or reliable electricity at the subject property and have had to live in a travel trailer since May 2008. Cooke claims that, on October 24, 2008, he made a written request to the Respondents for immediate utility service, including water, for the subject property which he needed because of his disability, but that the Respondents refused to make a reasonable accommodation even though there would be no undue administrative or financial burden upon the Respondents or effect on availability of water in the area because there are several fewer occupied residences in the area due to abandonment following house fires and permanent removal of modular homes.

The Respondents maintain that although the majority of the residents in Colorado City and Hildale are FLDS members, Respondents’ decisions are never based on an individual’s religious affiliation. Respondents acknowledge issuing a building permit for the subject property to original applicant Robert Black on or about April 9, 2001, but maintain that building permits in Colorado City expire after 180 days if work is not being performed on the property. Respondents do not have prepaid utility hookup fees on file for the subject property.

Respondents further maintain the following:

While the signatures on the building permit indicate that the applicant discussed issues regarding the subject property with the utility departments prior to issuance of the building permit, they do not represent acknowledgement of service because that only happens after applications for service are filled out. The utility departments have no record that utilities have ever been provided to the subject property. Utilities can only be connected to a property if a checklist, which includes the utility construction submittal requirements, is completed and returned so that Respondents can provide a quote for service. Cooke never completed an application for service prior to December 8, 2008, at which time he handed in an incomplete power application which he marked “2nd application.” Cooke has not taken the steps necessary for Respondents to provide permission with regard to hooking up utilities to the subject property. Although Respondents have allowed utility service pending completion of construction on homes, the application process has to be followed regardless of religious affiliation. Respondents admit that Cooke delivered a letter to the Town of Colorado City and to Hildale Mayor Zitting on or about October 24, 2008, and maintain that on November 5, 2008, David Darger, Colorado City’s Building Official and Town Manager, told Cooke that utility applications should be directed to the utility office in Hildale and that if the UEP had made misrepresentations to him, then his issue would be with the UEP. On December 8, 2008, the Utilities Liaison for the Respondent Municipalities, Jeremiah Barlow (“Jerry Barlow”), met with Mrs. Cooke and explained that the water system was currently over extended and that since July 2007, when Colorado City and

Hildale had declared water emergencies, no new service locations have been hooked up; only existing locations that had previously been used by people have been reconnected. Respondents maintain that Jerry Barlow told Cooke and his brother, Seth Cooke ("Seth Cooke"), who is Cooke's general contractor and a UEP Advisory Board Member, the same thing on April 1, 2008 and in May 2008. On December 15, 2008, Jerry Barlow sent Cooke a letter in response to the October 24, 2008 letter. Since May 2007, discussion regarding lots not served was ongoing with UEP representatives. Per a report from Sunrise Engineering, Hildale's and Colorado City's underground water supply is being pumped out faster than it is being recharged. Respondents maintain that Cooke's statement that allowing water service to the subject property would not be an undue administrative or financial burden to Respondents or affect the availability of water in the area because there are several fewer occupied residences in the area due to abandonment following house fires and permanent removal of modular homes is simply not true. Furthermore, Seth Cooke told Respondents that there were upwards of 35 additional partially constructed homes ready for completion.

The Division's investigation revealed the following:

Religion has historically influenced housing in Colorado City, Arizona and Hildale, Utah. As explained by the Utah Supreme Court:

Sometime in the late nineteenth century, some members of the Church of Jesus Christ of Latter Day Saints organized a movement called the Priesthood Work ("The Work") to continue the practice of plural marriage outside that church. In the early part of [the twentieth] century, The Work's leadership – The Priesthood Council – decided to settle its membership in an isolated area to avoid interference with their religious practices. In approximately the 1930's, The Work selected an area composed of Hildale, Utah and Colorado City, Arizona – an area now known as Short Creek. The Priesthood Council secured a large tract of land in this area, and adherents of The Work began to settle there. The Work continued to secure additional land in the area. Commonly, its adherents bought land and deeded it The Work. Eventually, the leadership of The Work formed a trust to hold title to the land. The trust failed, and, for the most part, the land was deeded back to those who contributed it. In 1942, the Priesthood Council signed and recorded in Mohave County, Arizona, a Declaration of Trust for the United Effort Plan. After the Priesthood Council formed the UEP, adherents 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 into two groups:

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

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

After the claimants prevailed, an Amended and Restated Declaration of Trust of the United Effort Plan Trust was recorded in Mohave County, Arizona and Washington County, Utah in 1998 (“the 1998 Amendment”). The 1998 Amendment states in relevant part:

The United Effort Plan is the effort and striving on the part of Church members toward the Holy United Order. This central principle of the Church requires the gathering together of faithful Church members on consecrated and sacred lands to establish as one pure people the Kingdom of God on Earth under the guidance of Priesthood leadership. . . . Consecration of real estate to the United Effort Plan Trust is accomplished by a deed of conveyance. Church members also consecrate their time, talents, money, and materials to the Lord’s storehouse, to become the property of the Church and, where appropriate, the United Effort Plan Trust. . . . All consecrations made to or for the benefit of the United Effort Plan are dedicated to the sacred purpose of the United Effort Plan and without any reservation or claim of right and/or ownership. The privilege to participate in the United Effort Plan and live upon the lands and in the buildings of the United 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.

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, that there were dangers in associating with apostates, including those who were close family members, and required FLDS members to “leave apostates alone, severely” so that they would be discouraged and leave UEP land. Those who did not follow this instruction would be asked to leave. On or about January 2004, FLDS leader Warren Jeffs told approximately 21 FLDS men that they had “lost Priesthood,” that they should leave UEP land, and that their wives and children had been released from them. By trying to assert control over housing, family relationships and salvation, the FLDS Church placed great pressure on FLDS members to conform and avoid apostates.

FLDS control over UEP property changed somewhat in 2005 when a Utah court determined that the existing UEP Trustees had engaged in breach of trust and violation of Utah law and appointed Bruce Wisan ("Wisan") as Special Fiduciary of the UEP. Effective October 25, 2006, the court reformed the UEP based on neutral principles of law rather than religious doctrine or practice. The UEP, as reformed in 2006, is to provide for the just wants and needs of the class of potential trust participants, *i.e.*, those who previously made contributions of property or time, talents or materials to the UEP or to the FLDS Church, and those who subsequently make contributions to the UEP which are approved by the Board, regardless of the potential participants' current religion. When Wisan became the Special Fiduciary of the UEP, dozens of unfinished homes in various stages of completion had been abandoned since late 2002 and were deteriorating. The UEP began working on making housing on UEP land available to potential trust participants regardless of religion and on subdividing the UEP property. To subdivide its land, the UEP needed cooperation from the Respondents, which are composed of FLDS members.

Cooke was born in the Colorado City/Hildale area, raised in the FLDS religion and, according to the UEP, is a trust participant due to the contributions he made to improve UEP property. Cooke left the FLDS religion at age 18 or 19. In 2005 while doing road work in Phoenix, Cooke was hit by a large truck and suffered traumatic brain and spinal cord injury, facial paralysis, and multiple mental and physical impairments which, according to Cooke and his doctor, substantially and permanently limit him in performing multiple major activities of daily living including but not limited to: walking, memory and cognition, bladder and bowel function, and breathing. Cooke is a person with a disability pursuant to A.R.S. § 41-1491(5). Due to his disabilities, Cooke needs running water to clean catheters, bathe frequently, avoid infection and wash laundry. He also requires reliable electricity to run the electronic medical device that keeps him breathing at night.

Desiring to live near friends and family in Colorado City, Cooke applied to the UEP for suitable, affordable housing for himself, his wife, Jinjer, and their three children. Cooke and his wife looked at numerous vacant UEP properties in Colorado City with Cooke's brother Seth, who is also a general contractor and member of the UEP Housing Advisory Board, before locating the subject property, which was the only available property in UEP inventory in Colorado City at the time that met Cooke's disability needs and was large enough for his family. The subject property, among other things, had enough bedrooms for Cooke's family, was located on a single level without stairs, had wide enough hallways to accommodate his wheelchair and motorized scooter, was unfinished so that they could easily install a roll in shower and tile floors without retrofitting, and it satisfied anticipated disability-related funding restrictions. On or about February 11, 2008, Cooke entered into an occupancy agreement with the UEP for the subject property.

As to water service, Respondent Municipalities confirm that in April or May 2008, they told Cooke and Seth Cooke that they would not grant a water service connection for the subject property because, due to a water shortage, no new water connections would be provided on property that had never had water service. Water service connections would only be provided to properties which had water service in the past. Respondents contend that they have followed this policy without exception since July 2007, when the Respondent Municipalities issued declarations of water emergency after a pump failed. Respondent witnesses Jerry Barlow and Victor Jessop testified that the emergency restrictions were in place only for several days until

the pump was fixed. The July 2007 declarations of water emergency did not ban new water service connections, nor did the earlier April 2007 Water Service Regulations of the Hildale-Colorado City Water Department which govern supply and utilization of water in the area. Respondents confirmed to the Division that they have never had a written policy or ordinance denying new water service connections to properties that have not had water service before or allowing new water service only to properties that previously had water service.

As stated in their position statement, Respondents began raising concern about connecting water service to properties that had not been previously served with water in the context of discussions with the reformed UEP in April and May 2007 about subdividing UEP land for distribution to trust beneficiaries, regardless of religion. On or about April 25, 2007 in the context of reviewing a UEP subdivision proposal, Utility Board President Jonathan Fischer stated that additional studies of the water and wastewater systems are needed to determine the actual capacity of the systems. According to Colorado City Town Manager Darger's May 18, 2007 report to Respondent Colorado City's Town Council, Darger spoke with Wisan about whether there would be roadblocks with water if someone submitted a building permit and Darger responded that he couldn't say yes or no because no study had been done to determine how much water was available although there seemed to be shortages in summer. Darger's report indicates that Wisan offered on behalf of the UEP to work with Respondents to help with infrastructure, particularly water. The UEP hired a water engineer and requested records from Respondents to determine how much water was available. On or about February 28, 2008, the UEP sought judicial relief to compel Respondent Twin City Water Authority to provide subpoenaed water records.

Darger's May 21, 2008 notes indicate that while discussing the subject property and Ron Cooke's anticipated arrival, Seth Cooke mentioned that the UEP Advisory Board had recommended giving out 35 unfinished homes but that Wisan had not approved that plan because he did not want to do anything to jeopardize subdivision efforts. Darger's notes also state that Seth Cooke told him that UEP occupancy agreements were no good because he had his home taken from him once and did not want anyone else to have their home taken from them regardless of their religion. The UEP and the Respondent Municipalities did not reach agreement regarding subdivision. Respondents obtained a November 2008 opinion from Sunrise Engineering to oppose the UEP's proposed sale of the Berry Knoll and related anticipated export of water to other communities. The Sunrise Engineering opinion is expressly based on limited, old information and does not state that the Respondents should stop allowing new water service connections in Colorado City or Hildale.

On or about October 24, 2008, Cooke requested that Respondents make a disability-related accommodation in Respondents' policies, practices, rules or services, including the unwritten policy against allowing new water service connections to previously un-served lots, so that Cooke could have immediate utility service to the subject property. By letter dated December 15, 2008, Jerry Barlow, as Respondent Hildale's Business Manager and on behalf of all Respondents, denied Cooke's request as to water and told him to follow utilities construction submittal procedures and have inspections as to the other utilities. By resolution dated September 25, 2009, the Utility Board recommended that the Respondent Municipalities not approve a conciliation agreement which would provide Cooke with water service for the following reasons: (1) Respondents had informed Cooke before he moved onto the subject property that water service would not be available under Respondents' policy of not hooking up

properties that had not had previous water service; (2) a UEP representative had informed Respondents that the UEP planned to rent out 35 additional lots that had not previously been connected to the culinary water system; (3) the UEP is unwilling to provide assurances that it will discontinue placing individuals in lots which have not been connected to the culinary water system; and (4) Respondents considered the Cooke's fair housing complaint as the UEP's attempt to circumvent the Utility Board's water connection policy.

By letter to UEP's counsel Jeffrey Shields dated September 29, 2009 with a copy to the Division, Respondents' counsel Blake Hamilton asked that the UEP either assist Cooke in finding another location already served by water, or arrange for other remedies such as hauling water or drilling a well, or agree to give assurances to Respondents that the practice of placing individuals in lots which have not been connected to the culinary water service would be discontinued unless the UEP brings additional water to the system. Respondents did not offer to allow the UEP to use canyon irrigation water rights in exchange for new culinary water connections or otherwise work with the UEP to determine the actual amount of water available. On October 29, 2009, Utility Board President Jonathan Fischer testified that the Utility Board could not add one new water connection for Cooke because that would have jeopardized the system, but that they would have added the connection for Cooke if the UEP would have made assurance that no new families would be placed in homes not previously served by water. Jerry Barlow advised the Colorado City Council on September 14, 2009 that the issue was not whether they would be irreparably harmed by adding one water connection for Cooke, the issue was all the vacant lots not served. On October 29, 2009, Jerry Barlow testified to the Division that he does not know how many connections can be served based on the current water supply; he does know the system is maxed out, but they will continue to provide connections to properties that previously had water connections because that is Utility Board policy. Jerry Barlow acknowledged that the UEP offered to trade an existing water service connection on UEP land so that Cooke could have a new water service connection for the subject property, but that Respondents refused that offer.

The Division's investigation confirmed, based on documents and testimony from Respondents, that since January 2008 Respondents have provided water service connections to over 100 properties that previously had water service, and that there are more than 80 other such properties for which Respondents are willing to provide water service connections, regardless of their alleged water shortage. Respondents have a water line running down Academy Avenue in the vicinity of the subject property, and properties located at 325, 345, and 450 E. Academy Avenue have had water service connections and are eligible for and/or already receiving water from Respondents.

On or about December 28, 2009, the Utility Board held a public hearing to discuss an application by FLDS-owned and operated Twin City Improvement Association to use its canyon irrigation water rights to obtain culinary water hookups for four tri-plexes being built in Hildale to provide 12 housing units for FLDS members. Jerry Barlow announced that Respondents had been working with the applicant on the project for a year, had retained a water engineer who had studied Utah requirements and made water calculations, and had determined that FLDS-controlled Twin City Water Works had sufficient capacity to handle and treat additional irrigation water and convert it to sufficient culinary water for the new development. Respondents' staff had made recommendations and several draft ordinances had previously been distributed to Board members. During the hearing, it was confirmed that Respondents had still

not measured the aquifer or otherwise determined the amount of water actually available for culinary water service connections. At that hearing, the Utility Board approved the new ordinance, resolutions and rate structure, allowing the applicant's irrigation water rights to be substituted for culinary water connections, and approving the deal expeditiously so that water would be available for this new FLDS project by its projected completion date in January 2010. Jethro Barlow of the UEP stated at the hearing that the UEP had on many occasions asked Respondents to work with it to develop water for the entire community and had many times offered to discuss with Respondents a methodology of exchanging the same type of irrigation water rights that the Twin City Improvement Association was offering, and that the UEP had applications from many people who wanted to have water connections, and wanted to have the same deal as Twin City Improvement Association. Respondent representatives would not commit that Twin City Water Works would have capacity to treat and store additional water from the UEP.

With respect to the building permit issue, it is undisputed that the Respondents issued a building permit for construction of the subject property to Robert Black in April 2001 ("the building permit"). The building permit contains written approvals from Fred Jessop as agent for the UEP/owner and signatures and approvals from all utility officials. It is also undisputed that Respondents told Cooke in April or May 2008 that the building permit had expired because no construction had been done for more than 180 days, and that, as a result, Cooke, who had no plans to change the footprint of the already-framed house, essentially had to start the process over by submitting new construction plans and related construction and utility submittals, applying for a new building permit and getting approvals for utilities, paying fees, and passing a building inspection before Respondents would approve utilities for the subject property. The 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 time after work is commenced. The Division's investigation did not confirm that Respondents had ever enforced that provision with regard to anyone before imposing it upon Cooke. Current UEP representative Jethro Barlow testified that he spoke with Colorado City Town Manager and Building Official Darger about the unfinished houses on UEP land in 2005 and that Darger told him that Colorado City had never closed a building permit in the past on "work in progress." Darger confirmed to the Division that people often live in unfinished homes in Colorado City for years during construction without getting new building permits. During its investigation, the Division observed numerous occupied, unfinished homes on UEP property in Colorado City. At his October 29, 2009 interview, Darger could not, without looking through the files, think of an instance before Cooke's situation where Respondents had enforced the 180-day provision to require occupants of unfinished homes to obtain a new building permit. Despite the common practice of FLDS members living in unfinished homes for years, Respondents had not issued any new building permits from January 1, 2005 to October 1, 2009.

In November 2009, Freeman Barlow of the Colorado City Building Department testified that Colorado City prefers to have a building permit before utility inspections, but that is not a hard and fast rule. On December 4, 2009, Darger confirmed that Colorado City has conducted utility inspections before issuance of a building permit and that while it prefers that residents have an inspection before receiving utilities, it does not insist upon it.

Cooke and Seth Cooke state that the utility sign-offs on the building permit indicate that utilities will be provided and that any impact fees have been paid. Jethro Barlow informed the Division that the common practice in the area was to pay the fees to Fred Jessop and then get utility approvals and sign-offs. Respondents state that the utility signatures on the building do not indicate that utilities have been approved for the subject property, and that new utility submittals are needed to give a quote for service. The Division does not find it credible that the original applicant would submit plans and related construction documents, get written approvals from the property owner and all utility departments on a building permit, have a sewer lateral connection in the ground, have lines for utilities on the street, have a \$2,000 utility quote written on the building permit, and commence construction if utilities had not been approved for the subject property.

During the course of the Division's investigation, Respondents issued a new building permit to Robert Black ("Black") for the subject property on or about October 13, 2009. Respondents did so with knowledge that Black had abandoned the subject property in 2002, that Black had informed Jethro Barlow of the UEP on or about 2005 that he had no interest in the subject property, that Black had not contacted the UEP about regaining the property after 2005, that Cooke had an occupancy agreement from the UEP for the subject property since 2008, that Cooke had requested a reasonable accommodation from Respondents for his disability, that Cooke had filed a fair housing complaint against Respondents, and that Cooke had been in conciliation negotiations with Respondents and seeking utilities for the subject property for many months. Black appeared at a September 14, 2009 Utility Board hearing scheduled for approval of a conciliation agreement between Cooke and Respondents, opposed the agreement, and stated that he had already spoken to Respondents and would be making partial payments on a building permit for the subject property. Cooke paid utility impact fees and deposits to Respondents on October 13, 2009 and had tried to contact Darger and Freeman Barlow to get a building permit, but was informed that Respondents had already issued a building permit to Black, that the Cookes could not have one for that reason, and that utility inspections will not be done without a building permit. Respondents delayed Cooke in obtaining electric service for the subject property for months by failing to act on the Cookes' utility applications and by requiring the new utility provider, Garkane Energy, to make numerous unprecedented submittals in order to obtain a right of way access permit.

The Division finds reasonable cause exists to believe that the Respondents discriminated against Cooke based on religion in imposing the 180-day expiration requirement for a building permit; requiring Cooke to submit new plans and related construction and utility submittals, and obtain a new building permit where a building permit had already been issued to the former owner; and by requiring a new building permit and an inspection before approving utilities.

The Division finds reasonable cause exists to believe that the Respondents retaliated against and interfered with Cooke in the sale or rental of housing and otherwise made housing unavailable to Cooke based upon religion and his exercise of fair housing rights.

The Division finds reasonable cause exists to believe that in response to Cooke's October 24, 2008 request, the Respondents failed to make a reasonable accommodation in their rules, policies, practices and services regarding water connections and other utility services which

Cooke, a person with a disability, needed in order to have equal opportunity to use and enjoy a dwelling in Colorado City.

The Division finds reasonable cause to believe that Cooke and other non-FLDS persons seeking to have water connections and other utilities provided for housing on UEP property without regard to religion have been denied rights under the state and federal fair housing laws by the Respondents and that such denial raises an issue of general public importance. The Division further finds reasonable cause to believe that the remaining Respondents are engaged in a pattern or practice of resistance to the full enjoyment of rights granted by state and federal fair housing laws based on religion.

Accordingly, the Division finds reasonable cause to believe that unlawful housing practices occurred in violation of A.R.S. §§ 41-1491.14, 41-1491.18, 41-1491.19, and 41-1491.35.

Having determined that there is reasonable cause to believe that an unlawful housing practice has occurred, the Division now invites the parties to join with it in an effort to resolve this matter through conciliation. The confidentiality provisions of A.R.S. § 41-1491.26 and the Arizona Administrative Code apply to all information shared and received during conciliation. The parties may indicate their willingness to engage in conciliation by so indicating on the attached form and returning it to the Division within five (5) working days.

Arizona Civil Rights Division:

April 5, 2010
Date

#756936v6

Diana L. Varela

Diana L. Varela

Chief Counsel, Compliance Section