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12
13 **IN THE UNITED STATES DISTRICT COURT FOR THE**
14 **DISTRICT OF ARIZONA**

<p>15 United States,</p> <p>16</p> <p>17 Plaintiff;</p> <p>18 v.</p> <p>19 Town of Colorado City, Arizona, <i>et al.</i>,</p> <p>20 Defendants.</p> <p>21</p>

No. 3:12cv8123-HRH

22 **SETTLEMENT AGREEMENT**

23 **I. INTRODUCTION**

24

25 1. On June 21, 2012, the United States filed suit against the Town of Colorado

26 City, Arizona, the City of Hildale, Utah, Twin City Power, and Twin City Water

27 Authority, Inc. (collectively “Defendants”).

28

1 2. One of the United States’ claims was brought under the Fair Housing Act,
2 42 U.S.C. §§ 3601 *et seq.* Specifically, the United States alleged that there are persons
3 who are aggrieved as defined in 42 U.S.C. § 3602(i) and who have suffered damages as a
4 result of Defendants’ conduct.

5 3. The parties agree that this Court has jurisdiction over this action under
6 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614. This Agreement is effective upon
7 execution by a representative of each party and approval and adoption by the Court. For
8 purposes of this Agreement, the phrase “entry of this Agreement” shall refer to the date on
9 which the Court approves and adopts this Agreement as an Order of the Court.
10

11 4. This Settlement Agreement memorializes the settlement terms reached by
12 the Parties and presented to and approved by the Court on March 7, 2016 (Trial Tr. 5078-
13 84, 5093:17-21). The parties agree that this Settlement Agreement is a fair, reasonable,
14 and adequate resolution of all the United States’ monetary and civil penalty claims in this
15 case.
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18 **II. COMPENSATION FOR AGGRIEVED PERSONS**

19 5. Within sixty (60) days of the entry of this Agreement, the United States will
20 obtain a signed release in the form of Appendix B of all claims, legal or equitable, that
21 each aggrieved person listed in Appendix A might have against the Defendants and notify
22 counsel for the Defendants that the United States has received the signed releases.
23

24 6. The Defendants agree to deliver to the United States checks made payable to
25 each aggrieved person for the amounts listed in Appendix A within thirty (30) days of
26 receiving notification from the United States that the United States has obtained signed
27 release forms.
28

1 7. Counsel for the United States shall thereafter distribute payment to the
2 aggrieved persons and provide copies of the signed release forms to counsel for the
3 Defendants.

4 8. Should any of the aggrieved persons listed in Appendix A refuse to sign the
5 release of claims, that individual's share of the total settlement amount shall be
6 redistributed to the remaining individual aggrieved persons in amounts to be determined
7 by the United States in its sole discretion. If within sixty (60) days of the entry of this
8 Agreement, any aggrieved person listed in Appendix A refuses to sign the release of
9 claims, the United States shall file a revised Appendix A with the Court. Within thirty
10 (30) days of Defendants' receipt of the notification that the United States has obtained
11 signed release forms of the remaining aggrieved persons and the revised Appendix A,
12 Defendants and the United States shall proceed with payment procedures as provided in
13 paragraphs 6 and 7.

14 **III. CIVIL PENALTY**

15 9. Within thirty (30) days of the entry of this Agreement, each Defendant shall
16 separately pay \$55,000 to the United States Treasury as a civil penalty pursuant to 42
17 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment shall be in the form
18 of an electronic funds transfer pursuant to written instructions to be provided by the
19 United States.

20 **IV. COSTS OF LITIGATION**

21 10. All parties shall be responsible for their own attorney's fees and costs,
22 except as otherwise provided in this Agreement.
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1 Dated: April 18, 2016

2
3 *For the United States:*

4 STEVEN H. ROSENBAUM
5 Chief
6 Special Litigation Section

7 SAMEENA SHINA MAJEED
8 Acting Chief
9 Housing and Civil Enforcement Section

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1 *For Defendant Town of Colorado City:*

2 GRAIF BARRETT & MATURA, P.C.

3 By: /s/ Jeffrey C. Matura

4 Jeffrey C. Matura

5 Melissa J. England

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8 Phoenix, Arizona 85004

9 Attorneys for Defendant Town of

10 Colorado City, Arizona

11 *For Defendants City of Hildale and Twin City Water Authority, Inc.:*

12 DURHAM JONES & PINEGAR, P.C.

13 By: /s/ R. Blake Hamilton

14 R. Blake Hamilton

15 Ashley Gregson

16 Durham Jones & Pinegar, P.C.

17 111 East Broadway, Suite 900

18 Salt Lake City, Utah 84111

19 Attorneys for Defendants City of Hildale,

20 Utah, Twin City Water Authority, and

21 Twin City Power

APPENDIX A

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1. Patrick Barlow - \$173,125
2. John Cook - \$173,125
3. Christopher Jessop - \$173,125
4. Jerold Nathan Williams - \$173,125
5. Elizabeth Wayman - \$50,000
6. Richard Holm - \$173,125
7. Patrick Pipkin - \$173,125
8. Isaac Wyler - \$173,125
9. Guy Timpson - \$173,125

APPENDIX B

FULL AND FINAL RELEASE OF CLAIMS

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In consideration for the parties' Settlement Agreement entered into in the case of United States v. Town of Colorado City., et al., Civil Action No. 12-cv-01823 (D. Ariz.), as approved by the United States District Court for the District of Arizona, and in consideration for the payment of \$_____, I, _____, do hereby fully release and forever discharge the Town of Colorado City, the City of Hildale, and Twin City Water Authority, Inc., along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I waive any claims I may have against the United States, the Department of Justice, or its agents or employees, arising out of this action. This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 20__.

Signature

Print Name