

FILED
November 21, 2009-10
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By L. Ferrullo
Deputy

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

CV2009-038848

15 STATE OF ARIZONA,
16
17 Plaintiff,

CV No. _____

**CONSENT AGREEMENT
AND JUDGMENT**

18 vs.

19 WATERWORLD, an Arizona Limited
20 Partnership,
21
22 Defendant.

23 I. INTRODUCTION AND PARTIES

24 1. The purpose of this Consent Agreement and Judgment is to
25 resolve current and potential matters in dispute between the parties. The State
26 has alleged and WATERWORLD Limited Partnership, an Arizona limited
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Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016-9225

1 partnership ("WATERWORLD"), has acknowledged a violation of A.R.S. § 23-
2 212(A). This Consent Agreement and Judgment provides for a complete
3 resolution of all administrative, civil, or criminal proceedings that have or could
4 have been brought against WATERWORLD and related entities, and their
5 principals, officers, directors, agents, employees, representatives and assigns for
6 conduct pertaining to certain hiring and employment practices.
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9 2. Plaintiffs, the State of Arizona through Andrew P. Thomas,
10 Maricopa County Attorney ("State"), having filed the Complaint alleging violations
11 of knowingly employing an unauthorized alien, A.R.S. § 23-212, and the
12 Defendants WATERWORLD Limited Partnership, an Arizona limited partnership,
13 having waived service of the summons and Complaint; having been fully advised
14 of its right to evidentiary hearing and trial in this matter and, after receiving advice
15 of counsel, having waived the same; having admitted that this court has
16 jurisdiction over the subject matter and the parties for purposes of entry of this
17 Consent Agreement and Judgment; the Court makes the following findings of fact
18 and law and enters the following orders.
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22 3. Plaintiff is the State of Arizona by and through Andrew P.
23 Thomas, Maricopa County Attorney.
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25 4. The Maricopa County Attorney's Office brings this action on
26 behalf of the State of Arizona pursuant to A.R.S. § 23-212(D).
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1 **IV. ORDER UPON FINDING A VIOLATION OF A.R.S. § 23-212(A)**

2 12. WATERWORLD shall terminate the employment of all
3
4 unauthorized aliens.

5 13. WATERWORLD shall be subject to a three year probationary
6 period and shall file quarterly reports in the form provided in A.R.S. § 23-722.01
7 with the Maricopa County Attorney's Office.

8 14. WATERWORLD shall file a signed, sworn affidavit with the
9 Maricopa County Attorney's Office within three business days after this Consent
10 Agreement and Judgment has been entered by the Court. The Affidavit shall
11 state that WATERWORLD has terminated the employment of all unauthorized
12 aliens in this State and that WATERWORLD will not intentionally or knowingly
13 employ an unauthorized alien in this State.

14 15. WATERWORLD's Certificate of Limited Partnership dated
15 October 22, 1991, on file with the Secretary of State of Arizona as described in
16 Paragraph 1, shall be suspended for ten business days. A copy of this Consent
17 Agreement and Judgment shall be filed with the Office of the Secretary of State
18 of Arizona.

19 **V. AGREEMENTS CONCERNING CLAIMS OR ACTIONS**

20 16. The parties have agreed to a voluntary compromise of all matters
21 currently or potentially in dispute, which is supported by the following mutual and
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1 valid consideration.

2 17. WATERWORLD is consenting to have the judgment as provided
3 herein for a violation of A.R.S. § 23-212(A) entered against it and to incur the
4 penalties attendant to such violation.
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6 18. Mesa Golfland, Ltd., an Arizona limited partnership and affiliated
7 entity of WATERWORLD, agrees to be enrolled in the voluntary employer
8 enhanced compliance program as described in A.R.S. § 23-215 for a period of
9 not less than two years. WATERWORLD agrees that for any period of time in
10 the next two years it is not on probation pursuant to paragraph 13 of this
11 Consent, it shall be enrolled in the voluntary employer enhanced compliance
12 program as described in A.R.S. § 23-215 . Big Surf Limited Partnership, an
13 Arizona limited partnership and affiliated entity of WATERWORLD, avows it is
14 not and shall not in the future be an employer as that term is defined in A.R.S. §
15 23-211 (4).
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19 19. The State agrees that no other civil, administrative, or criminal
20 proceedings will be maintained or brought against Golfland Entertainment
21 Centers, Inc., a California corporation and the general partner of
22 WATERWORLD, Big Surf Limited Partnership, an Arizona limited partnership
23 and affiliated entity of WATERWORLD, Mesa Golfland, Ltd., WATERWORLD or
24 their principals, officers, directors, agents, employees, representatives or assigns
25 arising from or related to: (a) conduct pertaining to hiring and employment
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1 practices subject to potential enforcement under Titles 13 and/or 23 of the
2 Arizona Revised Statutes during the time period March 1992 through the present;
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4 (b) the Maricopa County Sheriff's Office investigation described in MCSO
5 Departmental Report No. 08-075512; (c) the indictment from matter 445 GJ 744;
6 (d) Special Warrant File Nos. SW2008-003092 or SW2008-003093; (e) Grand
7 Jury Subpoena Nos. 449-GJ-250-001 or 449-GJ-250-002; or (f) facts now known
8 to the investigative or prosecuting authorities.
9

10 20. The charges against Lessie Serrano in Maricopa County Superior
11 Court cause number CR2008-009394 shall be dismissed with prejudice; Ms.
12 Serrano's Petition for Review pending in the Arizona Supreme Court (Court of
13 Appeals number SA09-0166) shall be withdrawn.
14

15 21. Notwithstanding the foregoing, the State may institute an action
16 or proceeding to enforce the terms and provisions of this Consent Agreement
17 and Judgment or to take action based on future conduct by the entities and
18 individuals listed herein.
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21 VI. GENERAL TERMS

22 22. Neither WATERWORLD nor any of the individuals or entities
23 listed in Paragraph 19 ("WATERWORLD, *et al*") shall represent or imply that the
24 Maricopa County Attorney's Office, the State, or any agency thereof has
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1 approved any of their present or future actions or practices, and
2 WATERWORLD, *et al* are enjoined from representing anything to the contrary.

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4 23. This Court shall retain jurisdiction to enforce the terms and
5 conditions of this Consent Agreement and Judgment until this Consent
6 Agreement and Judgment expires or terminates, whichever is earlier. Before
7 initiating any proceeding to enforce this Consent Agreement and Judgment, the
8 State shall provide at least thirty (30) days written notice to WATERWORLD of its
9 intent to initiate such proceedings, and shall give WATERWORLD a reasonable
10 opportunity to cure any alleged violation. Whenever possible, the parties shall
11 seek to resolve an alleged violation of this Consent Agreement and Judgment by
12 discussion.
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16 24. This Consent Agreement and Judgment is the result of a
17 compromise and settlement agreement between the parties. Only the parties to
18 this action and those individuals or entities listed herein may seek enforcement of
19 this Consent Agreement and Judgment. Nothing herein is intended to create a
20 private right of action by other parties.
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22 25. Nothing in this Consent Agreement and Judgment shall relieve
23 WATERWORLD, *et al* of the responsibility to comply with applicable Arizona law.
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25 26. This Consent Agreement and Judgment may be modified only by
26 order of this Court.
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1 27. This Consent Agreement and Judgment is not intended to confer
2 upon any person not listed herein any rights or remedies, including rights as a
3 third party beneficiary.
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5 28. Service of notices and process required by this Consent
6 Agreement and Judgment or its enforcement shall be served on the following
7 persons, or any person subsequently designated by the parties:
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9
10 A. For the State of Arizona:

11 Peter Spaw, Esq.
12 Deputy County Attorney
13 Maricopa County Attorney's Office
14 301 West Jefferson Street
15 Phoenix, Arizona 85003

16 B. For WATERWORLD:

17 i. Royce Stine
18 Golfland Entertainment Centers, Inc
19 155 West Hampton Avenue
20 Mesa, Arizona 85210

21 ii. Barry Mitchell
22 GALLAGHER & KENNEDY, P.A.
23 2575 East Camelback Road
24 Phoenix, Arizona 85016-9225

25 29. The failure of any party to exercise any rights under this Consent
26 Agreement and Judgment shall not be deemed a waiver of any right or any future
27 rights. If any part of this Consent Agreement and Judgment shall for any reason
28 be found or held invalid or unenforceable by a court of competent jurisdiction,
such invalidity or unenforceability shall not affect the remainder of this Consent
Agreement and Judgment.

1 30. This Consent Agreement and Judgment is governed by Arizona
2 law.

3 31. Any signature of acknowledgement required by this Consent
4 Agreement and Judgment may be provided in hand written or electronic format.
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6 32. Pursuant to Rule 54(b) of the Arizona Rules of Civil Procedure,
7 the Court has determined that there is no just cause for delay and directs the
8 Judgment as provided herein shall be entered forthwith.
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10 DATED this 21 day of December, 2009.

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14 _____
15 Judge, Maricopa County Superior Court
16 Sam J. Myers

17 **CONSENT TO JUDGMENT**

18 1. WATERWORLD has fully read and understood this Consent
19 Agreement and Judgment, understands the legal consequences involved in
20 signing it, asserts that this is the entire agreement of the parties, and that there
21 are no other representations or agreements not stated in writing herein, and
22 confirms that no force, threats, or coercion of any kind have been used to obtain
23 its execution of the Consent Agreement and Judgment;
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25 2. WATERWORLD acknowledges that the State of Arizona's
26 acceptance of this Consent Agreement and Judgment is solely for the purposes
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1 enumerated in the Consent Agreement and Judgment. With the exception of the
2 limitations expressed in paragraph 19 of the Consent Agreement and Judgment,
3 its entry does not preclude the State or any of its officers, agents, or any
4 subdivision thereof, from instituting any other proceedings that may be
5 appropriate now or in the future;
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8 3. WATERWORLD represents and warrants that the person signing
9 below on its behalf is duly appointed and authorized to do so.
10

11 DATED this 16th day of December, 2009.

12 WATERWORLD, an Arizona
13 Limited Partnership

14 By: 

15 ROYCE STINE

16 Its CEO

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1 4. Mesa Golfland Ltd. and Big Surf Limited Partnership, sign this
2 Consent Agreement and Judgment as third party beneficiaries. Each represents
3 and Warrants that the person signing below on their behalf is duly appointed and
4 authorized to do so.
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6
7 DATED this 16th day of December, 2009.

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9 Mesa Golfland, Ltd., an Arizona
Limited Partnership

10 By: *Royce Stine*

11 ROYCE STINE

12 Its CEO
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15 Big Surf Limited Partnership, an Arizona
Limited Partnership

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17 By: *Royce Stine*

18 ROYCE STINE

19 Its CEO
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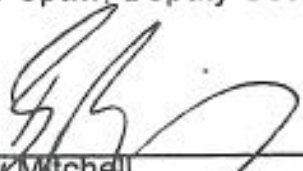
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APPROVED AS TO FORM AND CONTENT:

Andrew Thomas
Maricopa County Attorney

By: 
Peter Spaw, Deputy County Attorney

By: 
Barry Mitchell
Attorney for WATERWORLD et al