

EXHIBIT A

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

RONALD COOKE and JINJER COOKE,
husband and wife,
Plaintiffs,

No. 10-CV-08105-PCT-JAT

[PROPOSED] JUDGMENT

THE STATE OF ARIZONA *ex rel.* THOMAS C.
HORNE, the Attorney General; and THE CIVIL
RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,
Plaintiff/Intervenor,

vs.

TOWN OF COLORADO CITY, ARIZONA; *et*
al.
Defendants.

Trial before a jury in this matter commenced on January 28, 2014.

The jury rendered its verdict on March 20, 2014, in favor of Plaintiffs Ronald and Jinjer Cooke (the “Cokes”) and Plaintiff-Intervenor State of Arizona (“State of Arizona”) and against all Defendants, Town of Colorado City, Arizona, City of Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority, and Twin City Power (collectively, the “Defendants”) on all claims tried to the jury.

The jury verdict determined that all Defendants were jointly and severally liable to the Cokes and the State of Arizona on all claims tried to the jury.

The Court continued trial proceedings in this matter to determine the entitlement of the Cokes and the State of Arizona to permanent injunctive relief and to awards of attorneys’ fees and costs and to determine the State of Arizona’s entitlement to an award against Defendants of penalties under A.R.S. § 41-1491.35(B)(3).

In further support of the Court’s findings and conclusions set forth herein, the Court considered the post-trial, newly discovered evidence presented by the State of Arizona of

1 *Colorado City/Hildale Marshal/Chief of Police Helaman Barlow's April 22, 2014 deposition*
2 *testimony in the related Department of Justice case.*

3 *In that deposition, Marshal Barlow confessed under oath to repeatedly lying in his*
4 *deposition testimony and trial testimony in this case, and his deposition testimony in the DOJ*
5 *case. These sworn confessions corroborate the claims of the Cookes and the State that the*
6 *Defendants are controlled by the FLDS Church, have been so for decades, and routinely act to*
7 *purposefully discriminate against non-FLDS Church members in their communities.*¹

8 On June 13, 2014, the Cookes provided notice to the Court that they had resolved their
9 personal claims against the Defendants through a settlement that: 1) acknowledges that the
10 Cookes may individually, through their separate counsel, seek further relief by this Court in
11 the event there are claims by the Cookes of further discrimination or retaliation and provided
12 that this Court has retained jurisdiction to issue or supervise injunctive relief to the State of
13 Arizona; and 2) does not involve any settlement of any claims brought by the State of Arizona.
14 (*See Doc. 666*).

15 The Cookes further advised that they are aware that the State of Arizona reserves all of
16 its rights to pursue penalties, permanent injunctive relief, and recovery of all of the State of
17 Arizona's attorneys' fees and taxable costs in connection with all claims made by the State of
18 Arizona. *Id.*

19 The Arizona Fair Housing Act, at A.R.S. § 41-1491.34(A), (C) provides the State of
20 Arizona authority to pursue claims on behalf of the Cookes and to obtain appropriate relief on
21 such claims, including injunctive and affirmative orders. The State of Arizona's rights to
22 obtain relief in connection with violations of the Arizona Fair Housing Act involving the
23 Cookes have not therefore been resolved through settlement, and remain to be finally resolved.

26 ¹ The State of Arizona has italicized this finding, and numerous subsequent findings, to
27 reflect the contingent nature of these findings given the State's Motion for Leave to Reopen
28 Evidentiary Record, filed today. The State respectfully requests that upon granting that motion
the Court remove the italics from such findings and include them in the Judgment.

1 The State of Arizona's separate claims against all Defendants under A.R.S. § 41-
2 1491.35 were also not resolved by any settlement involving the Cookes.

3 Based upon the verdict of the jury and all of the testimony and evidence admitted
4 through the trial *and the post-trial, newly discovered evidence submitted by the State of*
5 *Arizona* in this action the Court hereby enters the following findings of fact, conclusions of
6 law and judgment awarding the State of Arizona permanent injunctive and affirmative relief,
7 penalties pursuant to A.R.S. § 41-1491.35(B)(3), and all of its reasonable attorneys' fees and
8 costs pursuant to A.R.S. §§ 41-1491.34(C), 41-1491.35(B)(2).

9 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
10 follows:

11 **Judgment for the State of Arizona on Violations of Arizona Fair Housing Act by**
12 **Discriminating Against the Cookes in the Provision of Services or Facilities Because of**
13 **Religion.**

14 1. Based on the verdict of the jury in this matter, the State of Arizona has proven by
15 a preponderance of the evidence that Defendants Town of Colorado City, Arizona, City of
16 Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority, and Twin City
17 Power (collectively, ,the "Defendants") each violated the Arizona Fair Housing Act, A.R.S. §
18 41-1491.14(B), by discriminating against the Cookes in the provision of services or facilities
19 because of religion.

20 2. Based on the verdict of the jury in this matter, the State of Arizona has further
21 proven by a preponderance of the evidence that all the Defendants are jointly and severally
22 liable because they committed the same unlawful act, or acted in concert with, or acted as an
23 agent or servant with, one of the other Defendants that also violated the Arizona Fair Housing
24 Act.

25 3. The full amount of damages caused by the Defendants identified as jointly and
26 severally liable above as a result of their violations of the Arizona Fair Housing Act by
27 discriminating against the Cookes in the provision of services or facilities because of religion
28 are: Damages to Ronald Cooke of \$650,000.00. Damages to Jinjer Cooke of \$650,000.00.

1 4. Judgment is therefore entered in favor of the State of Arizona and against
2 Defendants Town of Colorado City, Arizona, City of Hildale, Utah, Hildale-Colorado City
3 Utilities, Twin City Water Authority, and Twin City Power, who are each jointly and severally
4 liable thereunder, entitling the State of Arizona to obtain appropriate permanent injunctive and
5 affirmative relief pursuant to A.R.S. § 41-1491.34(C) including orders enjoining the
6 Defendants from engaging in the practices constituting a violation of the Arizona Fair Housing
7 Act and compelling appropriate affirmative action by the Defendants that are needed to
8 remedy their violations of the Arizona fair housing laws and prevent ongoing violations of the
9 same.

10 5. The facts supporting permanent injunctive and affirmative relief for the State of
11 Arizona are found in the testimony and exhibits received in evidence, particularly pertinent
12 portions of which are set forth in the discussion entitled Findings of Fact, Conclusions and
13 Permanent Injunctive and Affirmative Relief below.

14 6. The conclusions supporting permanent injunctive and affirmative relief for the
15 State of Arizona and the specific permanent injunctive and affirmative relief to which the State
16 of Arizona is entitled under this Judgment are also set forth in the Findings of Fact,
17 Conclusions and Permanent Injunctive and Affirmative Relief discussion below.

18 **Judgment for the State of Arizona on Violations of Arizona Fair Housing Act by**
19 **Coercing, Intimidating, Threatening, Interfering With,**
20 **or Retaliating Against the Cookes**

21 7. Based on the verdict of the jury in this matter, the State of Arizona has further
22 proven by a preponderance of the evidence that Defendants Town of Colorado City, Arizona,
23 City of Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority, and Twin
24 City Power each violated the Arizona Fair Housing Act, A.R.S. § 41-1491.18, by coercing,
25 intimidating, threatening, interfering with, or retaliating against the Cookes in the enjoyment
26 of their dwelling because (1) of religion or (2) the Cookes asserted rights, or encouraged others
27 to assert their rights, protected by the Arizona Fair Housing Act.
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1 8. Based on the verdict of the jury in this matter, the State of Arizona has also
2 proven by a preponderance of the evidence that all the Defendants are jointly and severally
3 liable because they committed the same unlawful act, or acted in concert with, or acted as an
4 agent or servant with, one of the other Defendants that also violated the Arizona Fair Housing
5 Act.

6 9. The full amount of damages caused by the Defendants identified as jointly and
7 severally liable above as a result of their violations of the Arizona Fair Housing Act by
8 discriminating against the Cookes by coercing, intimidating, threatening, interfering with, or
9 retaliating against the Cookes in the enjoyment of their dwelling because (1) of religion or (2)
10 the Cookes asserted rights, or encouraged others to assert their rights, protected by the Arizona
11 Fair Housing Act are: Damages to Ronald Cooke of \$1,950,000.00. Damages to Jinjer Cooke
12 of \$1,950,000.00.

13 10. Judgment is therefore entered in favor of the State of Arizona and against
14 Defendants Town of Colorado City, Arizona, City of Hildale, Utah, Hildale-Colorado City
15 Utilities, Twin City Water Authority, and Twin City Power, who are each jointly and severally
16 liable thereunder, entitling the State of Arizona to obtain appropriate permanent injunctive and
17 affirmative relief pursuant to A.R.S. § 41-1491.34(C) including an order enjoining the
18 Defendants from engaging in the practices constituting a violation of the Arizona Fair Housing
19 Act and an order directing appropriate affirmative actions by the Defendants that are needed to
20 remedy their violations of the Arizona fair housing laws and prevent ongoing violations of the
21 same.

22 11. The facts supporting permanent injunctive and affirmative relief for the State of
23 Arizona are found in the testimony and exhibits received in evidence, particularly pertinent
24 portions of which are set forth in the discussion entitled Findings of Fact, Conclusions and
25 Permanent Injunctive and Affirmative Relief below.

26 12. The conclusions supporting permanent injunctive and affirmative relief for the
27 State of Arizona and the specific permanent injunctive and affirmative relief to which the State
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1 of Arizona is entitled under this Judgment are also set forth in the Findings of Fact,
2 Conclusions and Permanent Injunctive and Affirmative Relief discussion below.

3 **Judgment for the Plaintiff-Intervenor State of Arizona on Violations**
4 **of Arizona Fair Housing Act by Engaging in a Pattern or Practice or Resistance to**
5 **Enjoyment of Rights Granted by the Arizona Fair Housing Act**

6 13. Based on the verdict of the jury in this matter, the State of Arizona has further
7 proven by a preponderance of the evidence that Defendants Town of Colorado City, Arizona,
8 City of Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority, and Twin
9 City Power each violated the Arizona Fair Housing Act, A.R.S. § 41-1491.35(A)(1), by
10 engaging in a pattern or practice of resistance to the full enjoyment of any right granted by the
11 Arizona Fair Housing Act.

12 14. The Court further finds that State of Arizona has also established a claim for
13 violation of the Arizona Fair Housing Act provisions under A.R.S. § 41-1941.35(A)(2) by
14 proving by a preponderance of the evidence, as found by the jury verdict, that the Cookes were
15 denied rights granted by the Arizona Fair Housing Act and by establishing further that the
16 Arizona Attorney General has determined that the denial of water and other housing-related
17 municipal utility services because of religion raises an issue of general public importance.

18 15. The Arizona Fair Housing Act at A.R.S. § 41-1491.35(B)(3) provides that, to
19 vindicate the public interest, the Court may assess a civil penalty against each of the
20 Defendants in an amount that does not exceed \$50,000.00 for a first violation of the act.

21 16. The Court finds, given the verdict of the jury and the Findings of Fact and
22 Conclusions set forth below, that the public interest in addressing the Defendants' pervasive,
23 decades-old, aggressive patterns of discrimination because of religion, ceding of municipal
24 control to religious officials and directives of the Fundamentalist Church of Jesus Christ of
25 Latter Day Saints ("FLDS Church"), intentional discrimination against non-FLDS Church
26 members and the people or entities that have tried to help them, and callous disregard for the
27 housing rights of their own residents is of the highest order and importance.

1 17. The Court also finds that the actions of Defendants Town of Colorado City,
2 Arizona, City of Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority,
3 and Twin City Power in engaging in a pattern or practice of resistance to the full enjoyment of
4 any right granted by the Arizona Fair Housing Act, and in denying rights granted under that
5 Act as reflected in the verdict of the jury and the Findings of Fact and Conclusions set forth
6 below, evidence long-term, knowing, intentional, and pre-meditated conduct across a wide
7 variety of services and departments within the governmental operations of Colorado City,
8 Arizona and Hildale City, Utah.

9 18. The Court also finds that the actions of Defendants Town of Colorado City,
10 Arizona, City of Hildale, Utah, Hildale-Colorado City Utilities, Twin City Water Authority,
11 and Twin City Power in engaging in a pattern or practice of resistance to the full enjoyment of
12 rights granted by the Arizona Fair Housing Act and in denying rights granted by that act, as
13 reflected in the verdict of the jury and the Findings of Fact and Conclusions set forth below,
14 were taken with knowledge that they would prevent residents and persons desiring to live
15 within their communities, including the Cookes, from enjoying the housing of their choice,
16 would create financial and emotional hardships for such persons, and would cause substantial
17 harm to the Cookes and others.

18 19. The Defendants acted with complete disregard for the material harms caused to
19 the Cookes and others in connection with their ability to enjoy their housing rights.

20 20. The Court also finds that the verdict of the jury and the Findings of Fact and
21 Conclusions set forth below establish a desire and intent by Defendants to continue such
22 discrimination and continue causing such violations of housing rights and harms now and in
23 the future unless properly restrained and discouraged by legal authority.

24 21. The Court further finds, given the verdict of the jury and the Findings of Fact
25 and Conclusions set forth below, that the imposition of substantial penalties is necessary to
26 appropriately enforce the requirements of the Arizona Fair Housing Act, to punish intentional
27 violations of Arizona Fair Housing Act rights proven by the State of Arizona in this matter and
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1 to dissuade the Defendants and other similarly situated entities from similar future violations
2 of the law.

3 22. The Court therefore finds that given the verdict of the jury and the Findings of
4 Fact and Conclusions set forth below the State of Arizona is entitled to recover from each of
5 the Defendants separately the full statutory penalty of \$50,000.00, for a total judgment in favor
6 of the State of Arizona of \$250,000.00 in penalties.

7 23. The Defendants shall pay the penalties to the State of Arizona immediately upon
8 issuance of this Judgment.

9 24. The Arizona Fair Housing Act at A.R.S. § 41-1491.35(B)(1) provides that the
10 Court may also “award preventive relief, including a permanent or temporary injunction,
11 restraining order or other order against the person responsible for a violation of this article as
12 necessary to assure the full enjoyment of the rights granted by this article.”

13 25. The State of Arizona is entitled to an award of such preventative relief against
14 the Defendants, including orders enjoining the Defendants from engaging in practices
15 constituting a violation of the Arizona fair housing laws and orders directing appropriate
16 affirmative actions by the Defendants that are needed to remedy their violations of the Arizona
17 fair housing laws, enforce the requirements of the Arizona fair housing laws, and prevent
18 ongoing and future violations of the same.

19 26. The facts supporting permanent injunctive and affirmative relief for the State of
20 Arizona are found in the testimony and exhibits received in evidence, particularly pertinent
21 portions of which are set forth in the discussion entitled Findings of Fact, Conclusions and
22 Permanent Injunctive and Affirmative Relief below.

23 27. The conclusions supporting permanent injunctive and affirmative relief for the
24 State of Arizona and the specific permanent injunctive and affirmative relief to which the State
25 of Arizona is entitled under this Judgment are also set forth in the Findings of Fact,
26 Conclusions and Permanent Injunctive and Affirmative Relief discussion below.
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**FINDINGS OF FACT, CONCLUSIONS,
AND PERMANENT INJUNCTIVE AND AFFIRMATIVE RELIEF**

FINDINGS OF FACT

The Historical Ties of the FLDS Church and the Defendants

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28. The Defendants are municipal entities created to serve the physically contiguous municipalities of Colorado City, Arizona and Hildale, Utah (the “Twin Cities”).

29. Many of the municipalities’ operations and departments are shared.

30. Colorado City and Hildale operate a joint Marshal’s Office/Police Department that is staffed by peace officers cross-certified by both Arizona and Utah state authorities.

31. Colorado City and Hildale operate a joint culinary water distribution system.

32. Colorado City and Hildale have joint utility departments for delivery of water, sewer and gas utilities.

33. Before July 2009, Colorado and Hildale also had a joint utility department for power and operated a joint electric power distribution system through Twin City Power.

34. The Twin Cities were founded by and became home to persons with shared religious beliefs that included a belief in the practice of polygamy.

35. Over time, the vast majority of the privately held real property in the Twin Cities became owned by a trust known as the United Effort Plan Trust (“UEP Trust”).

36. This means that the vast majority of homes and business lots in the Twin Cities are owned by the UEP Trust and the vast majority of residents live in UEP Trust homes.

37. The UEP Trust was for many years operated by trustees appointed through FLDS Church leadership.

38. Prior to mid-2005, the UEP Trustees included Warren S. Jeffs, who then was and still is the Prophet of the FLDS Church (its most senior position of authority).

39. During the past two decades, the substantial majority of the population of the Twin Cities was made up of persons claiming membership in the FLDS Church.

40. The FLDS Church operates under the leadership of a Prophet and other leaders.

1 41. Prior to the early 2000's, Rulon Jeffs was the Prophet of the FLDS Church.

2 42. After Rulon Jeffs' death in 2002, his son, Warren Steed Jeffs ("Warren Jeffs")
3 became the FLDS Prophet.

4 **FLDS Directives to Shun Apostates and**
5 **Not Cooperate with Non-FLDS Persons and Outside Governments**

6 43. Among the teachings of the FLDS Church leadership, including specifically
7 Warren Jeffs, is the directive to leave "apostates" alone.

8 44. An "apostate" in FLDS Church parlance includes one who was formerly a
9 member of the church but is no longer.

10 45. Warren Jeffs directed his followers in a speech given in 2000 to "leave apostates
11 alone severely" and this directive resulted in FLDS Church members quitting jobs with
12 "apostate" employers and stopping work on projects for "apostate" customers.

13 46. The directive to leave apostates alone also means to shun apostates socially and
14 not interact with them, and is intended, at least in part, to force them to leave the community.

15 47. Warren Jeffs instructed FLDS Church members that anyone who associated with
16 apostates, including any close family members who were apostates, risked becoming apostates
17 themselves.

18 48. Plaintiff Ron Cooke and his brother, Seth Cooke, were considered "apostates" by
19 FLDS Church members.

20 49. The FLDS Church teachings of Warren Jeffs also taught his followers to
21 consider apostates and others outside the FLDS Church to be "enemies" and even tools of the
22 devil.

23 50. The FLDS Church members in the Twin Cities considered Ronald Cooke and his
24 wife, Jinjer Cooke, to be "enemies."

25 51. One Hildale, Utah employee, Lorin Fischer, referred to non-FLDS Church
26 members as "squatters" in front of an employee of Garkane Energy assigned to help the
27 Cookes obtain a power connection.
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1 52. Mr. Fischer's trial testimony confirms that FLDS Church members considered
2 the Cookes to be "squatters".

3 **FLDS Church Control of Defendants' Elected, Appointed and Employee Positions**

4 53. Colorado City is governed by an elected, multi-member town council and
5 appointed mayor, and Hildale is governed by an elected, multi-member city council and
6 elected mayor.

7 54. In over many decades' worth of elections between the two towns, only one
8 election for a single city council seat (which was in Hildale) has ever been contested.

9 55. Instead, FLDS Church leaders identify and call members of their church to serve
10 in the elected positions.

11 56. Richard Holm served on the Colorado City Town Council for over two decades
12 and confirmed that the persons who become holders of the elected municipal council positions
13 are designated by the FLDS Church leadership.

14 57. Mr. Holm was himself selected by church leadership to serve on the Colorado
15 City town council and was reelected because he was a chosen FLDS Church designee.

16 58. Warren Jeffs maintained detailed daily dictations of his activities as the FLDS
17 Church Prophet.

18 59. Warrens Jeffs' daily dictations were seized by Texas law enforcement authorities
19 in 2008.

20 60. The dictations of Warren Jeffs show he identified who should serve as the next
21 mayor and city council members for the Defendants.

22 61. The elected positions of town council member in Colorado City, Arizona, city
23 council member and mayor in Hildale, Utah, and the appointed position of mayor in Colorado
24 City have been, through the time of trial in this matter, filled by appointment of the FLDS
25 Church leadership.
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1 62. The elected positions of town council member in Colorado City, Arizona, city
2 council member and mayor in Hildale, Utah, and the appointed position of mayor in Colorado
3 City have historically served at the discretion of the Prophet of the FLDS Church and have
4 understood that they owe their positions to the favor of the Prophet.

5 63. In addition to owing their positions to FLDS Church leadership, and their
6 general affinity for the directives of such leadership created by their religious affiliation,
7 persons in these positions have been and remain under a threat of social stigmatization,
8 ostracism, severe familial disruption and economic loss if they do not comply fully with the
9 directives and instructions of FLDS Church leadership when carrying out their official
10 government duties.

11 64. After he became the Prophet of the FLDS Church, Warren Jeffs instituted a
12 practice he called “handling” of FLDS Church members.

13 65. “Handling” included telling the member that they had lost priesthood and were
14 required “to repent from afar.”

15 66. “Handling” or loss of priesthood also often included telling the member that they
16 must resign their current employment, elected or appointed positions in the Twin Cities.

17 67. “Handling” or loss of priesthood often included telling the member that they
18 must leave their family behind and telling their family that they must have no contact with the
19 handled member.

20 68. “Handling” or loss of priesthood also often included reassigning the wives
21 and/or children of the handled member – making them the wives and children of other
22 members in the eyes of the FLDS Church.

23 69. The municipal history of the Twin Cities, Warren Jeffs’ dictations, and witness
24 accounts confirm that many members of the Defendants’ government councils and many
25 mayors were “handled” by Warren Jeffs, or were told they had lost priesthood, and were told
26 to resign their government positions.
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1 70. In 2004, in a large meeting of the FLDS Church community in Colorado City,
2 Warren Jeffs “handled” some 21 men, including Colorado City Mayor Dan Barlow and
3 Hildale City Council Member Joseph I. Barlow, Sr.

4 71. Warren Jeffs told the men to leave town and repent from afar.

5 72. He also told the men’s families to have nothing further to do with them.

6 73. Warren Jeffs required that the FLDS Church members in attendance to
7 physically show their support for his actions in handling the men.

8 74. Though the Defendants contend that the resignations of persons who are handled
9 by the FLDS Prophet are voluntary, the testimony and evidence confirm that the resignations
10 are anything but voluntary.

11 75. Rather, FLDS Church instruction and directives have indicated that loss of
12 priesthood means loss of eternal salvation and that other FLDS Church members, including the
13 handled individual’s close relations, wives and even children are to have nothing further to do
14 with them.

15 76. The loss of priesthood therefore means a loss of social interaction, social and
16 familial support, and clients, customers or employees for those who have businesses that rely
17 on FLDS Church members.

18 77. An individual who attempts to refuse a resignation demand also risks putting
19 their relatives’ lives, careers and businesses at risk of retaliatory social stigmatization and loss
20 through retaliatory handling.

21 78. The FLDS Church’s ability to inform any employee, agent or official of the
22 Defendants that they have lost priesthood and must repent from afar creates a powerful tool for
23 both incentivizing loyalty to the edicts of FLDS Church leadership, and a powerful social,
24 economic and ecclesiastical punishment for those who fail to exhibit sufficient loyalty.

25 79. Testimony from current Colorado City employee Justin Barlow reflected the
26 pressures put on Defendants’ employees and officials by the FLDS Church.
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1 80. Justin Barlow, after having initially denied knowledge about the FLDS Church
2 security force operating in the Twin Cities, refused to testify further about the security force,
3 expressed his fears that if he testified any more about it his church could lose faith in him.

4 81. Thus, the practices of the FLDS Church encourage employees, officials and
5 agents of Defendants to fear consequences of disobeying the directives of FLDS Church
6 leaders, including, for example, the directive that they have nothing to do with apostates.

7 82. Examples of men who lost positions with the Defendants or lost their ability to
8 continue in elected or appointed positions, or to run for reelection because of handling by
9 FLDS Church leadership, include former Colorado City Mayor Dan Barlow, former Colorado
10 City Town Council member Richard Holm, former Colorado City Mayor Richard J. Allred,
11 former Colorado City Mayor Terrill Johnson, former Colorado City Mayor George Barlow,
12 Hildale City Council member Joseph I. Barlow, Sr., and former Hildale Mayor David Zitting.

13 83. Warren Jeffs' written daily dictations confirm how he "handled" the Mayor of
14 Colorado City, Arizona Dan Barlow in 2004, and confirms that Mayor Barlow had resigned
15 pursuant to Warren Jeffs' directive that he do so.

16 84. Warren Jeffs' written daily dictations also confirm that he later handled
17 Colorado City Mayor Richard J. Allred, at first just making him move away from his family,
18 and later requiring his resignation, which Mr. Allred provided.

19 85. Other examples of persons who were told they had lost priesthood and/or whose
20 standing in the community and ability to continue their chosen life and occupation were
21 materially obstructed by loss or lack of FLDS Church affiliation include witnesses Jethro
22 Barlow, John Cook, Kathryn Cox, Isaac Wyler, Patrick Barlow, Steven Bateman, Andrew
23 Chatwin, Willie Jessop, Seth Cooke and Guy Timpson.

24 86. Thus, the elected and appointed officials of the Defendants are in uniquely
25 vulnerable positions making them subject to potentially powerful feelings of loyalty or the
26 need to express loyalty to leadership of the FLDS Church.
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1 87. Such loyalty issues have resulted in decisions by elected and appointed officials
2 of the Defendants that exhibit intentional discrimination against non-FLDS Church members
3 and preferential treatment of FLDS Church members, and that have harmed the Cookes and
4 others, including the UEP Trust, John Cook, Richard Holm, Patrick Barlow, Guy Timpson,
5 Steven Bateman, Matthew Musser, Andrew Chatwin, Seth Cooke and Shane Stubbs.

6 88. The daily operations of Colorado City and Hildale are conducted through
7 employees.

8 89. The municipal history of Colorado City and Hildale is that their employees have
9 routinely been hired from among the members in good standing of the FLDS Church.

10 90. Every one of the utility board members, city officials, mayors and municipal
11 councilmen were FLDS Church members when Guy Timpson joined the Utility Board in
12 2007.

13 91. Though the Court received some evidence that certain current employees of the
14 Defendants may not consider themselves active members of the FLDS Church, the
15 Defendants' employees and appointed members have traditionally been members of the FLDS
16 Church.

17 92. The Defendants' witnesses failed to identify a single person employed by or
18 acting in an appointed position with any of the Defendants *prior to* the filing of this lawsuit
19 who was not, at that time, a member of the FLDS Church.

20 93. Every employee identified by the Defendants as an employee of the Defendants
21 who was not an FLDS Church member admitted that they were former members of the FLDS
22 Church and that their church membership had only ended *after* this lawsuit was filed.

23 94. The fact that certain persons recently acting as employees or appointees of the
24 Defendants have done so while not active members of the FLDS Church does not evidence
25 that the Defendants welcome non-FLDS Church members in their employment or appointed
26 positions.
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1 95. It instead reflects that after this lawsuit was filed and it challenged the
2 Defendants' discriminatory practices, the Defendants stopped their practices of demanding
3 resignation of certain persons who had lost or ended their membership in the FLDS Church in
4 an effort to deceive the jury and this Court into believing that the Defendants are not controlled
5 by the FLDS Church leadership and directives.

6 96. Testimony from witness Willie Jessop further expressed that municipal officials
7 who have been removed from the FLDS Church but kept in their government positions are
8 even more dangerous because they are motivated to get their positions with the church back.

9 97. Members of the FLDS Church have therefore dominated the employee and
10 appointed positions of the Defendants over the past two decades.

11 98. The members of the FLDS Church dominating the employee and appointed
12 positions of the Defendants remain under the social, familial, religious, and economic threats
13 posed by handling by or loss of priesthood from FLDS Church leadership.

14 99. Thus, the employees of the Defendants are in uniquely vulnerable positions
15 making them subject to potentially powerful feelings of loyalty or the need to express loyalty
16 to leadership of the FLDS Church.

17 **Evidence of FLDS Control of Defendants in Action**

18 **Pledges of Fidelity by Municipal Officials to Directives of Federal Fugitive Warren Jeffs**

19 100. Evidence of municipal loyalty to and protection of Warren Jeffs also proves the
20 Defendants' deeply ingrained policy and practice of allowing Mr. Jeffs and the FLDS Church
21 leadership to dictate their official municipal actions and policies.

22 101. Warren Jeffs is a convicted felon serving a life sentence in the State of Texas on
23 convictions for sexual assaults involving minors.

24 102. Prior to his conviction and while he was already serving as the Prophet of the
25 FLDS Church, Mr. Jeffs was indicted on criminal charges and became a federal fugitive.

26 103. Mr. Jeffs was ultimately placed on the FBI's Ten Most Wanted fugitives list.
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1 104. In late 2004, Warren Jeffs and the other trustees of the UEP Trust abandoned the
2 Trust and refused to defend it in civil litigation then pending against it.

3 105. Instead, Warren Jeffs instructed his followers that he and they should “answer
4 them nothing” when it came to pending judicial proceedings.

5 106. In 2005, due to the abandonment of the UEP Trust by the FLDS trustees, the
6 UEP Trust came under Utah state probate court administration.

7 107. The Utah court suspended Warren Jeffs and the other FLDS trustees of the UEP
8 Trust and appointed an independent Special Fiduciary named Bruce Wisan in 2005 to manage
9 Trust issues under court supervision.

10 108. In 2006, the Utah court reformed the UEP Trust to allow qualified trust
11 participants to petition for and receive housing benefits from the UEP Trust whether or not
12 they were currently members of the FLDS Church.

13 109. The UEP under Mr. Wisan began to make housing on UEP land available to
14 qualified trust participants regardless of their religious affiliation.

15 110. Warren Jeffs directed FLDS members, including the mayors and council
16 members of both Colorado City and Hildale, not to cooperate with the UEP Trust under Mr.
17 Wisan.

18 111. Warren Jeffs’ directive that FLDS Church members were not to cooperate with
19 the Utah court administering the UEP Trust or Mr. Wisan, the Special Fiduciary, was
20 disseminated to FLDS Church members serving in municipal capacities.

21 112. Members of the Twin City Water Authority Board and other Utility Board
22 members, including Guy Timpson, understood that they would lose priesthood should they
23 disobey Warren Jeffs’ directive against assisting the UEP Trust after Mr. Wisan became the
24 special fiduciary.

25 113. While he was a fugitive, members of the FLDS Church, including officials and
26 employees of Colorado City and Hildale wrote to Warren Jeffs expressing their loyalty and
27 desire to follow his instructions in their municipal positions.
28

1 114. For instance, current Colorado City Mayor Joseph Allred, who was the Town
2 Clerk at the time, wrote the fugitive Jeffs, expressing his desire to serve Jeffs in his city work,
3 as did Colorado City Mayor Richard J. Allred and Hildale Mayor David Zitting.

4 115. Hildale official Jeremiah (Barlow) Allred wrote fugitive Warren Jeffs' brother,
5 local FLDS Church bishop Lyle Jeffs, reporting on concerns he had with Mayor David
6 Zitting's interactions with UEP Trust Special Fiduciary Bruce Wisan and relaying a transcript
7 of a recorded meeting with Mayor Zitting in which the participants reiterated their instruction
8 from FLDS Church leadership not to compromise with the non-FLDS world.

9 **The FLDS Control Over the Defendants' Police Operations and Police Assistance in**
10 **Carrying Out Discrimination Against Non-FLDS Persons and Interfering with Their**
11 **Housing Rights**

12 116. Trial testimony by Defendants' Marshal Helaman Barlow and Sgt. Sam Johnson
13 indicating that the Hildale/Colorado City Marshal's Office was not controlled by the FLDS
14 Church, that the Marshal's Office treated members and non-members of the FLDS Church
15 equally with regard to fair housing in particular and to life in general in Hildale and Colorado
16 City, that the Marshal's Office fully cooperated at all times with outside law enforcement
17 agencies, that the FLDS Church did not have access to municipal surveillance cameras, and
18 that the Marshal's Office did not aid and abet a federal fugitive, FLDS Prophet Warren Jeffs,
19 by providing him with a secret tape recording of a meeting with outside law enforcement are
20 not credible given the testimony and exhibits admitted at trial *and the post-trial admissions of*
21 *Marshal Helaman Barlow that he lied repeatedly in his deposition and trial testimony in this*
22 *case.*

23 117. Given the totality of testimony and evidence admitted at trial, *and through*
24 *reopening of the evidentiary record post-trial*, the trial testimony of Helaman Barlow and Sam
25 Johnson seeking to convey that the FLDS Church does not control the police officers and the
26 Marshal's office does not take discriminatory actions in favor of FLDS Church members and
27 against non-FLDS Church members, is not credible.

1 118. The facts show that FLDS Church control over the Defendants' employees is so
2 powerful it has caused certified peace officers to violate their government oaths, put their own
3 livelihoods and personal freedom on the line, and to commit prosecutable offenses in their
4 official municipal capacities to help a notorious federal fugitive and imprisoned felon.

5 119. Like other municipal officials, Deputy Marshal Micah Barlow wrote a letter to
6 the fugitive Warren Jeffs that described actions taken in Deputy Barlow's official police
7 capacity.

8 120. And, Marshal Fred Barlow, aka Fred Barlow Jeffs, wrote fugitive Jeffs and
9 professed his personal loyalty and desire to obey all Mr. Jeffs' instructions in his official
10 duties.

11 121. Marshal Fred Barlow's letter also expressed that all the other peace officers had
12 they had expressed their desire to stand with Mr. Jeffs and follow the directives placed before
13 them.

14 122. Marshal Fred Barlow's letter also disclosed to Mr. Jeffs that a Washington
15 County detective had contacted the Marshal's office and was looking for two girls that were
16 apparently missing.

17 123. Marshal Fred Barlow's information was provided at a time when Mr. Jeffs was a
18 notorious federal fugitive and appears designed to advise Mr. Jeffs of an ongoing law
19 enforcement investigation in an attempt to protect Mr. Jeffs and provide him information he
20 could use to obstruct the investigation if he desired.

21 124. Current Marshal Helaman Barlow admitted that Marshal Fred Barlow's letter
22 could constitute felony conduct, agreeing with other law enforcement testimony that Marshal
23 Fred Barlow engaged in conduct that could be prosecuted as obstruction of justice and for
24 aiding a federal fugitive.

25 125. Marshal Fred Barlow was decertified as a peace officer in Arizona.

26 126. Current Marshal Helaman Barlow has admitted that when Schleier County,
27 Texas Sheriff Doran visited the Twin Cities to discuss his law enforcement work regarding the
28

1 FLDS Church's Yearning for Zion Ranch in Texas and specifically the search for fugitive
2 Warren Jeffs, Helaman Barlow secretly tape recorded the meeting with Sheriff Doran.

3 127. That secret recording was ultimately given to Warren Jeffs who recorded in his
4 personal dictations that it was received from Helaman Barlow.

5 128. *In post-trial testimony, Marshal Helaman Barlow has admitted he actually*
6 *secretly tape recorded two meetings with Sheriff Doran.*

7 129. *Marshal Helaman Barlow has also admitted that he secretly tape recorded two*
8 *interactions with FBI agents.*

9 130. Marshal Helaman Barlow's actions in making any secret tape recording of law
10 enforcement conversations with the intent that FLDS Church leaders Lyle Jeffs or Warren
11 Jeffs know the details of those conversations at a time when Warren Jeffs was a federal
12 fugitive also involves an intent to obstruct criminal law enforcement and to aid a known
13 federal fugitive.

14 131. The Court finds credible the trial testimony from law enforcement witness Texas
15 Ranger Hanna that the secret tape recording for the benefit of a known fugitive could
16 constitute criminal conduct.

17 132. The Court finds credible the testimony and evidence presented at trial
18 demonstrating how Defendants used the Hildale/Colorado City Marshal's Office (the
19 "Marshal's Office") to interfere with the enjoyment of fair housing rights of non-members of
20 the FLDS Church, including, but not limited to, the additional findings set forth here.

21 133. For instance, while the Marshal's Office actively, though unsuccessfully,
22 attempted to prosecute Special Fiduciary Bruce Wisan and Jethro Barlow in connection with
23 trespassing charges involving properties that neither had entered, they did not initiate a single
24 prosecution when non-FLDS UEP representative Isaac Wyler reported over 300 trespassing or
25 other potential criminal violations involving UEP Trust land.

26 134. The attempts to prosecute Mr. Wisan and Jethro Barlow were intended to
27 dissuade the UEP Trust from investigating whether UEP Trust homes had been abandoned and
28

1 could be made available for occupancy agreements that might be given to eligible trust
2 participants who were not or were no longer members of the FLDS Church.

3 135. Moreover, the Marshal's Office officers have repeatedly refused to issue citations
4 or seek prosecution of FLDS Church members involved in trespassing on UEP Trust lands for
5 which the Special Fiduciary had issued leases or occupancy agreements to non-FLDS Church
6 members.

7 136. Instead, as demonstrated in an incident at farming property involving Seth Cooke
8 and Shane Stubbs, the Marshal's officers kept demanding papers and court orders when non-
9 FLDS persons with UEP occupancy agreements or leases asked them to stop FLDS members
10 from trespassing and interference, and thereafter ignored the paperwork and did nothing to stop
11 the FLDS Church interference.

12 137. In the farm incident, the Marshal's Office allowed FLDS Mayor Terrill Johnson
13 to interfere with farming of UEP land by non-FLDS Shane Stubbs, despite having actual
14 knowledge that Mr. Stubbs had a written UEP Trust lease for the property being plowed up and
15 Mayor Johnson did not.

16 138. The responding officer, Helaman Barlow, also prepared a report of the incident at
17 the farm that falsely portrayed the nature of his interaction with Seth Cooke and Mr. Cooke's
18 statements made in extreme frustration at the Marshal's Office's continued discriminatory
19 disregard of non-FLDS property rights and falsely accused Shane Stubbs of making threats he
20 never uttered.

21 139. The Hildale/Colorado City Marshal's Office also allowed FLDS members to
22 interfere with use of granary storage facilities on UEP Trust land leased to a non-FLDS
23 member, even allowing his grain to be removed by FLDS Church members without any
24 authority.

25 140. Former FLDS member Richard Holm received similar discriminatory treatment
26 from the local Marshal's Office whose officers threatened to arrest him for trespassing at the
27 Holm School when he attempted to see his children there with a court order, but did nothing to
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1 charge or prosecute some of Mr. Holm's brothers who later locked him out of the Holm School
2 building and remained inside despite Richard Holm's having proof that the UEP Trust had
3 given him the control of the building.

4 141. The Marshal's Office, in the interest of the FLDS Church, interfered also with
5 non-FLDS Andrew Chatwin's attempt to use his own home on UEP land.

6 142. After Mr. Wisan launched an investigation into wrongful removal of UEP Trust
7 property, many of Defendants' police officers refused to testify as required in depositions
8 conducted by the UEP Trust attorneys.

9 143. A court had to order the police officers to answer the deposition questions.

10 144. The Defendants also applied abusive use of local police power of the Marshal's
11 Office to harass and interfere with the Cookes' use and enjoyment of their home on Academy
12 Avenue.

13 145. The Marshal's Office also entered the Cookes' property without a warrant to
14 conduct a criminal investigation about alleged theft of irrigation water and directed an FLDS-
15 affiliated company to dig a large hole in the Cookes' front yard.

16 146. Yet, the Marshal's Office did not investigate prior to such invasive action the
17 ownership of the irrigation lines or stop the digging to investigate the ownership issue when the
18 UEP Trust's representatives, including Mr. Wisan and Jethro Barlow, informed officer
19 Helaman Barlow that the UEP Trust owned the irrigation water and had authorized Seth Cooke
20 to hook up a connection to the irrigation water line.

21 147. Instead, Sergeant Barlow arrested Seth Cooke for interference with that criminal
22 investigation and subsequently charged him and tried to prosecute him.

23 148. Marshal's deputy Sam Johnson accompanied FLDS member Robert Black to the
24 Cookes' property in 2010 when he demanded that the non-FLDS Cookes vacate their home
25 despite Mr. Black's prior abandonment of the property and the Cookes' having held a valid
26 UEP occupancy agreement for the property, and the Marshal's Office refused to honor the
27 Cookes' request to charge Mr. Black with trespassing.
28

1 149. The Court finds credible the testimony of numerous witnesses that the
2 Hildale/Colorado City Marshal's Office routinely treated, and continues to treat, members of
3 the FLDS Church more favorably than non-members of the FLDS Church and has repeatedly
4 refused to act on complaints from non-FLDS Church members against FLDS Church members,
5 including complaints regarding use of housing.

6 150. Given the testimony and exhibits admitted in this action, including that
7 summarized above, the Court finds that Defendants used the Hildale/Colorado City Marshal's
8 Office to threaten, intimidate, harass and otherwise interfere with the rights of the Cookes and
9 other non-FLDS persons to enjoy fair housing in Colorado City and Hildale.

10 151. The Court further finds that the Marshal's Office was used as a tool in the
11 discriminatory conduct at the behest of the FLDS Church and the FLDS Church-controlled
12 Defendants

13 152. The FLDS Church's powerful hold over certified peace officers of the Marshal's
14 Office has not ceased with Warren Jeffs' incarceration in Texas prison.

15 153. Letters from Colorado City Mayor George Barlow aka George M. Allred in 2012
16 sent to Mr. Jeffs in prison demonstrate that the Mayor sought instructions regarding who
17 Colorado City should send to the police academy and whether then-Acting Marshal Helaman
18 Barlow should be retained or someone else should be selected in his place.

19 154. The testimony and other evidence admitted at trial proves that the
20 Hildale/Colorado City Marshal's Office has operated, and continues to operate, as the de facto
21 law enforcement arm of the FLDS Church in support of the FLDS Church's discriminatory
22 policies and practices regarding housing in particular and life in general in the FLDS-controlled
23 towns of Hildale and Colorado City.

24 155. Evidence of the intent of the Marshal's Office to continue to support
25 discrimination against non-FLDS members now and in the future is supplied by the
26 longstanding, open and repeated acts of discrimination presented at trial, by the letters of
27 Marshal's Office officers and the letters of Mayor Barlow evidencing desires to follow Warren
28

1 Jeffs' dictates, and by the fact that two officers willingly appeared at trial to present less than
2 credible denials that the Marshal's Office is controlled by the FLDS Church leaders or treats
3 non-FLDS persons less favorably than FLDS Church members.

4 156. *Furthermore, Colorado City and Hildale placed Marshal Helaman Barlow on*
5 *administrative leave following the trial in this case.*

6 157. *After he was placed on administrative leave, Marshal Barlow retained personal*
7 *criminal counsel and sought, and received, immunity from, among others, the Arizona Attorney*
8 *General's Office and the United States Department of Justice.*

9 158. *Marshal Helaman Barlow then confessed under oath at a continuation of his*
10 *deposition in related litigation brought by the United States against the Defendants in this case*
11 *(United States vs. Town of Colorado City, et al., No. 3:12cv8123-HRH) ("the DOJ case") that*
12 *he lied about multiple material facts when he testified in deposition and at trial in this action.*

13 159. *Marshal Helaman Barlow further confessed at his post-trial deposition that he*
14 *was afraid to have testified truthfully earlier because if he had done so it could have*
15 *jeopardized his employment and his associations within the community.*

16 160. *Marshal Helaman Barlow confessed under oath at his post-trial deposition that*
17 *on April 2, 2014, after being placed on administrative leave, he called Sheriff Pulsipher of*
18 *Washington County, Utah to inform the Sheriff that he was on administrative leave and had*
19 *concern that his deputies, in his absence, would feel empowered to "mess with" and arrest*
20 *Willie Jessop (a non-member of the FLDS Church and a key Plaintiffs' witness in this case)*
21 *without having probable cause to do so.*

22 161. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow further*
23 *confessed that he had concern that the other deputies in the Marshal's Office were more loyal*
24 *to Lyle Jeffs, the local FLDS bishop and brother of imprisoned FLDS Prophet Warren Jeffs,*
25 *than they were to their oaths of office.*

26 162. *At his April 22, 2014 deposition, Marshal Barlow also confessed that he had lied*
27 *during his trial testimony in this case when he denied that the Hildale/Colorado City Marshal's*
28

1 *Office discriminated in favor of members of the FLDS Church and against non-members of the*
2 *FLDS Church.*

3 163. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
4 *he in fact knew of and had personally witnessed his deputies discriminating in favor of*
5 *members of the FLDS Church and against non-members of the FLDS Church.*

6 164. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that,*
7 *for decades, the Hildale/Colorado City Marshal's Office would "slow walk" outside law*
8 *enforcement agencies trying to serve process on FLDS Church members in Hildale and*
9 *Colorado City in order to protect persons the FLDS Church cared about.*

10 165. *The "slow-walking" process involved a local police officer announcing over their*
11 *radio system what agency was in town and for what purpose, naming specifically the person to*
12 *be served, so that other FLDS Church agents listening into the police radio transmissions could*
13 *alert and protect the target from service.*

14 166. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
15 *the FLDS Church played an active role in selecting who would attend the police academy to*
16 *become local police officers, both under his administration as well as under the administration*
17 *of at least the two prior Chiefs of Police.*

18 167. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
19 *during his tenure as Marshal he had had to stop his deputies from charging non-members of*
20 *the FLDS Church with crimes because his deputies did not have the probable cause to do so.*

21 168. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
22 *Colorado City Town Manager, David Darger, had materially altered a police report to the*
23 *detriment of the subject non-member of the FLDS Church and to the benefit of the FLDS*
24 *Church member deputy.*

25 169. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
26 *he had lied during his trial testimony in this case when he denied any knowledge or intent that*
27

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1 *his secret tape recording of a meeting with Texas law enforcement authorities would be*
2 *transported to federal fugitive Warren Jeffs*

3 170. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
4 *he had in fact given his secret tape recording to people whom he felt would very likely get it to*
5 *federal fugitive Warren Jeffs.*

6 171. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
7 *he had lied during his trial testimony in this case when he denied secretly tape recording other*
8 *meetings with law enforcement authorities and thereafter taking steps to ensure that these*
9 *secret recordings were sent to federal fugitive Warren Jeffs.*

10 172. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
11 *he had in fact secretly taped recorded a second meeting with Texas law enforcement, as well as*
12 *two other meetings with the FBI, and that he had given these secret recordings to people whom*
13 *he felt would very likely get them to federal fugitive Warren Jeffs.*

14 173. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
15 *he had lied during his trial testimony in this case when he denied any knowledge whether the*
16 *FLDS Church had access to municipal surveillance cameras.*

17 174. *At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that*
18 *he in fact knew that municipal surveillance cameras were tied into the FLDS Church and that*
19 *FLDS Church security had access to the municipal surveillance cameras.*

20 175. *At his April 22, 2014 deposition in the DOJ case, Chief Barlow confessed that he*
21 *had attended numerous meetings with Hildale and Colorado City officials, with FLDS Legal*
22 *Coordinator Willie Jessop in attendance, to formulate legal strategies “as to how best to*
23 *protect our church or church members.”*

24 176. *At his April 22, 2014 deposition in the DOJ case, Chief Barlow confessed that, at*
25 *the direction of the FLDS Church, the Hildale/Colorado City Marshal’s Office knowingly*
26 *compromised its ability to conduct criminal investigations by obeying an FLDS Church edict to*
27 *immediately stop using the Internet.*
28

1 177. At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that
2 two of his deputies had been prevented by Mohave County Sheriff's deputies from arresting
3 Willie Jessop, after Mr. Jessop ended his adherence to Warren Jeffs.

4 178. At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that,
5 even after acquiring personal knowledge that certain FLDS men within his jurisdiction had
6 married an underage girl, including former officer Jonathan Roundy who entered the marriage
7 while employed at the Marshal's Office, Helaman Barlow did not initiate any criminal or other
8 investigation of Jonathon Roundy or of any other FLDS Church members who had married an
9 underage girl.

10 179. At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that,
11 upon receipt of a discovery request from the United States Department of Justice, he and
12 Colorado City Manager, David Darger, materially altered numerous police reports which were
13 incomplete or internally inconsistent because these police reports made the Hildale/Colorado
14 City Marshal's Office "look bad".

15 180. At his April 22, 2014 deposition in the DOJ case, Marshal Barlow confessed that
16 his now truthful testimony was his effort to correct all the lies he had told during the trial in
17 this case.

18 181. Marshal Barlow's admitted lies further prove that the Hildale/Colorado City
19 Marshal's Office has operated, and continues to operate, as the de facto law enforcement arm
20 of the FLDS Church in support of the FLDS Church's discriminatory policies and practices
21 regarding housing in particular and life in general in the FLDS-controlled towns of Hildale
22 and Colorado City.

23 182. The Court finds credible the testimony of Marshal Helaman Barlow at his April
24 22, 2014 deposition in related litigation (*United States vs. Colorado City, et al.*, No.
25 3:12cv8123-HRH), and finds such testimony to constitute newly discovered evidence
26 warranting the re-opening of the evidentiary record and its admission into evidence for the
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1 *Court's consideration in connection with the State of Arizona's request for permanent*
2 *injunctive and affirmative relief.*

3 **Evidence of FLDS Control of Mayors and Council Members**

4 183. The dictations of Warren Jeffs confirm that while Mr. Jeffs was a fugitive he
5 also issued directives to municipal officials, including Colorado City Mayor Richard J. Allred,
6 Hildale Mayor David Zitting, and the members of the Colorado City Town Council and the
7 Hildale City Council, including directives he delivered personally over the phone.

8 184. Warren Jeffs directed the mayors and council members of Colorado City and
9 Hildale to not compromise with the world and to not allow through their official positions the
10 "wicked" and "evil" businesses of the world in among the FLDS people.

11 185. Warren Jeffs directed the mayors and council members that they should rather be
12 dismissed or resign from their positions than to give way and compromise with the world and
13 he threatened them with loss of FLDS priesthood if they failed to obey him.

14 186. The daily dictations of Warren Jeffs expose examples of ongoing efforts by the
15 Defendants' officials to obey edicts of Warren Jeffs, to refuse to cooperate with or help non-
16 FLDS members, and to violate their legal duties to help advance FLDS Church objectives and
17 keep Warren Jeffs protected.

18 187. Warren Jeffs' dictations show that someone reported to him while he was a
19 fugitive what had transpired in a confidential government executive session.

20 **Other Evidence of FLDS Church Control Over Municipal Operations**

21
22 188. The interconnection of the FLDS Church and the Defendants is also established
23 by the fact that the municipalities allowed the FLDS Church security forces to use the
24 municipal camera surveillance system to spy on residents and visitors to the Twin Cities and to
25 support the FLDS Church's efforts to document and punish disloyalty by its members and
26 harass non-members.

1 189. The interconnection of the FLDS Church and the Defendants is also established
2 by the fact that the municipalities allowed their police officers to work with FLDS Church
3 security in various capacities – including providing security for the Prophet when he visited
4 the community and placing police officers inside and outside the FLDS Church meetinghouse
5 security operations to help identify visiting vehicles, run plates and provide information about
6 the vehicles’ owners to FLDS Church security officers.

7 190. The foregoing involved the use of protected government databases whose use for
8 such purposes would constitute a misdemeanor crime.

9 191. Trial testimony of eyewitnesses confirmed that multiple persons employed by or
10 acting as appointed officials of the Defendants also participated as part of FLDS Church
11 security forces.

12 192. The trial record confirms that the FLDS Church security force was used to
13 conduct surveillance on the Cookes and others.

14 193. Many of the Defendants’ employees and officials, including members of the
15 Marshal’s Office and officials working on utilities issues signed a November, 2008 declaration
16 of beneficiaries expressing their open objection to the actions of the UEP Trust at a time when
17 they were also working for the Defendants.

18 194. The open expression of objection and hostility toward the UEP Trust by
19 municipal employees and officials creates obvious conflict issues.

20 195. The Court does not find credible testimony by Defendants’ employees or
21 officials who were FLDS Church members or who had signed the declaration of beneficiaries
22 that they were able to sufficiently separate their official actions and their private religious
23 beliefs about apostates or objections to the UEP Trust administration.

24 196. The record indicates that Defendants’ employees and officials who signed the
25 declaration of beneficiaries were hostile to the actions of the UEP Trust, particularly any
26 attempts to allow non-FLDS Church members to participate in the Trust through use of
27 housing.
28

1 197. The FLDS Church's overt use of municipal resources is also shown by the
2 Defendants' funneling money to the FLDS Church through their culinary water system.

3 198. In structuring the joint culinary water system Colorado City and Hildale left
4 supply of the water to a non-profit corporation known as Twin City Water Works.

5 199. Twin City Water Works has historically been managed and operated by
6 individuals also holding key positions with the municipal governments, such as former
7 Colorado City Mayor Richard J. Allred, and former Colorado City Town Clerk and current
8 Mayor Joseph Allred, without any evidence that the conflict of interest in a city official
9 running one of the Defendants' largest vendors has been recognized or addressed.

10 200. Colorado City and Hildale have paid Twin City Water Works over \$400,000
11 annually for water in recent years.

12 201. Twin City Water Works claims to have unrecorded leases from the United Effort
13 Plan Trust to use water rights owned by the UEP Trust to supply water to the municipalities;
14 however, no evidence can be produced that such leases exist.

15 202. Instead, compelling evidence, including the letters of current Colorado City
16 Mayor Joseph Allred, confirm that the joint culinary water system has been used for many
17 years to funnel large amounts of money to the FLDS Church or to personal, non-Twin City
18 Water Works uses approved by FLDS Church leaders.

19 203. The culinary water system structure, therefore, was created by municipal leaders
20 to allow Colorado City and Hildale to create a source of revenue for the FLDS Church from
21 municipal revenues.

22 204. Under the Defendants' culinary water system, residents are billed for water
23 services and the proceeds diverted through alleged "purchase" of water from Twin City Water
24 Works to FLDS Church uses in an attempt to avoid creating a record of open violations of
25 laws that would prohibit a municipal government from giving revenues directly to a private
26 church operation.
27
28

The Conspiracy of the FLDS Church and Defendants to Keep Non-FLDS Church Members, Including the Cookes, From Using Housing on UEP Trust Lands.

1
2 205. Warren Jeffs had ordered all new home construction by FLDS Church on UEP
3 land in Colorado City and Hildale to cease in late 2002 or early 2003.

4 206. Instead of developing Colorado City and Hildale, the FLDS Church began using
5 its member resources and donations to develop remote places of refuge, such as the Yearning
6 for Zion Ranch in Texas.

7 207. When Mr. Wisan was appointed UEP Special Fiduciary in 2005, there were
8 dozens of unfinished homes in various stages of construction on UEP land.

9 208. After appointment of Mr. Wisan as Special Fiduciary, the FLDS Church became
10 opposed directly to operations of the UEP Trust and conspired with the Defendants to frustrate
11 the Trust's ability to develop home properties in the municipalities and to allow non-FLDS
12 Church members to acquire and use housing resources on UEP Trust land.

13 209. After Mr. Wisan was appointed UEP Special Fiduciary, Warren Jeffs instructed
14 FLDS members that Wisan and the Utah judge who appointed him were tools of the devil in
15 league with the apostates, and that they should not cooperate with the UEP Trust.

16 210. City officials were made aware of Warren Jeffs' edict to "answer them nothing,"
17 and did not provide documents and information that UEP representatives requested regarding
18 occupancy of UEP property and available resources.

19 211. Defendants' city officials who were FLDS Church members knew they faced loss
20 of priesthood if they cooperated with Mr. Wisan.

21 212. Based on the FLDS Church's opposition to the UEP Trust administration,
22 Colorado City and Hildale took many actions to frustrate the court ordered administration of
23 the Trust and prevent the Trust from providing housing in town to non-FLDS Church
24 members.

25 213. After his appointment, Mr. Wisan began working on distributing unfinished
26 homes on UEP Trust land to qualified trust participants for completion.
27
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1 214. Mr. Wisan also planned to subdivide the existing home lots on UEP Trust land
2 so that each occupant's property taxes would be separate from the taxes on the rest of the tax
3 parcel and so mortgage financing would be more readily available to construct new and
4 unfinished homes.

5 215. Both municipal governments took actions to slow and obstruct attempts by the
6 Special Fiduciary to subdivide its property in the Twin Cities.

7 216. Mr. Wisan notified trust participants of the procedure to petition for UEP
8 housing.

9 217. Mr. Wisan received petitions for unfinished homes primarily from non-FLDS
10 trust participants due to the existing FLDS ban on new housing construction and FLDS bans on
11 cooperating with Mr. Wisan and subdividing,

12 218. Both municipal governments also took actions to frustrate the ability of non-
13 FLDS members to enjoy UEP Trust leases or occupancy agreements, particularly with regard
14 to unfinished housing.

15 219. Plaintiffs Ronald and Jinjer Cooke were some of the victims of the Defendants'
16 conspiracy with the FLDS Church to try and prevent non-FLDS Church members from
17 moving into unfinished homes on UEP Trust property in town.

18 220. Ronald Cooke had grown up in Colorado City, Arizona, but left the community
19 as a young man and was not a member of the FLDS Church.

20 221. After a serious construction accident left Ronald Cooke disabled, he and his
21 family moved back to Colorado City.

22 222. The Cookes obtained from the UEP Trust in early 2008 an occupancy agreement
23 allowing them to complete and move into a previously unfinished one-story home on
24 Academy Avenue in Colorado City that could be readily adapted to meet Ron Cooke's
25 disability needs and those of his family.

26 223. The Academy Avenue home had an existing building permit on it, and prior to
27 the Cookes' arrival no one from Colorado City had ever indicated the permit was expired.
28

1 224. The Defendants’ policies, and the statement of Colorado City Town Manager
2 and Building Official David Darger to UEP representative Jethro Barlow, prior to the Cookes’
3 arrival in town provided that building permits were not expired.

4 225. Trial testimony confirmed that members of the FLDS Church, including
5 municipal employees, considered the Cookes to be a “test case” designed to create a precedent
6 for moving other non-FLDS persons into unfinished or new UEP Trust housing properties.

7 226. Former Colorado City employee Lorin Fischer’s testimony even revealed a fear
8 among FLDS municipal officials that Special Fiduciary Bruce Wisan and the UEP Trust
9 Advisory Board were using the Cookes to create a precedent that would allow the UEP Trust
10 to move the Cookes around to numerous other unfinished home locations on UEP Trust land
11 and demand utility connections or would allow the UEP Trust to bring many more non-FLDS
12 disabled trust participants onto lots in town that had no prior water connection and demand
13 water connections for them all.

14 227. Acting on the FLDS Church directive to not cooperate with the UEP Trust under
15 court supervision and to keep non-FLDS persons out of the towns, employees of Colorado
16 City began efforts to frustrate the Cookes’ ability to complete construction of the Academy
17 Avenue property and to acquire utilities including culinary water and sewer connections and
18 power for the property.

19 228. The Court finds credible the Cookes’ testimony that they submitted their
20 applications to Colorado City for water, sewer and power utility connections in mid-2008.

21 229. However, Colorado City did not acknowledge the applications or act upon them.

22 230. Rather, Jerry Barlow of Hildale/Colorado City Utilities claimed he never received
23 the Cookes’ June 2008 applications for water and other municipal utility services, and took no
24 action on the Cookes’ December 2008 or January 2009 utility applications.

25 231. The Court finds such denial to lack credibility and to provide proof that
26 Colorado City officials purposefully ignored the utility requests by the Cookes for religious
27 reasons.
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1 232. The Defendants' refusal to acknowledge and act upon the Cookes' requests for
2 utility connections, including water, sewer and power, created unusually long and
3 unreasonable delays in the Cookes' being able to fully or effectively use their home.

4 233. Such delays were not being similarly experienced at the same time by FLDS
5 Church members or FLDS Church affiliated entities, each of which obtained prompt
6 cooperation for utility connections.

7 234. The Defendants were well aware of Ronald Cookes' physical condition and
8 needs and that the delays suffered by the Cookes in obtaining water, sewer and power utilities
9 would have material, negative impacts on the Cookes and their family, especially Ronald
10 Cooke, by creating physical inconveniences and imposing material costs and health and safety
11 risks.

12 235. The convenience, expense, and health and safety burdens imposed by the
13 Defendants' discriminatory treatment of the Cookes included the family's having to find a way
14 to dispose of raw sewage, their having to locate, transport, store and rely upon potable water
15 for drinking and bathing, and their having to rely through the cold winter months and
16 otherwise for heat and for Ronald Cookes' medical equipment on a gas-powered generator.

17 236. The delays also caused the Cookes to have to live for a long period of time in
18 their trailer which was not equipped to handle the cold of Colorado City winters, was not large
19 enough to accommodate the family comfortably, and was not equipped to effectively meet the
20 bathing needs created by Ronald Cooke's disability and medical needs.

21 237. The Defendants' discriminatory conduct against the Cookes resulted in multi-
22 year delays in the Cookes obtaining sewer and power connections for their home, and a delay
23 of almost six years in their obtaining a culinary water connection.

24 238. The foregoing created fear, uncertainty, distrust, and other emotional harms and
25 burdens for the Cookes, all of which violated their right to enjoyment of housing.
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1 239. Having refused to grant a power connection to the Cookes upon their initial
2 request, Colorado City continued after transferring its power system to Garkane Energy to
3 obstruct the Cookes' ability to obtain a power connection – again for religious reasons.

4 240. A Colorado City official, City Manager David Darger, placed requirements on
5 Garkane Energy regarding right of way approval that were unreasonable and contributed to
6 delays that were out of the ordinary in getting power hooked up to the Cookes' residence.

7 241. The Court finds credible the fact that FLDS members would have not
8 experienced such delays.

9 242. In fact, the Court finds credible the testimony of Jethro Barlow that then-Mayor
10 of Hildale David Zitting informed Mr. Barlow when Barlow asked for help getting the Cookes
11 their utility connections that if the Cookes were FLDS they would be hooked up by the next
12 Saturday work project.

13 243. Colorado City officials also openly discriminated against the Cookes by claiming
14 inconsistent with their historic policy and practice, that the building permit that had been
15 issued for the Academy Avenue property had expired long ago.

16 244. Colorado City officials also openly discriminated against the Cookes by claiming
17 that the sign-off of utility department officials on the pre-existing building permit for their
18 home did not authorize utility hook-up, a practice inconsistent with their prior practice.

19 245. The Defendants used the building permit issues as a pretext for discrimination
20 against the Cookes because of religion.

21 246. Then, while knowing that the Cookes desired to have a building permit for the
22 Academy Avenue property, Colorado City officials ignored the Cooke's attempt to seek
23 issuance of a new building permit and instead issued the initial builder on the property, Robert
24 Black, a new building permit.

25 247. The issuance of the new permit to Robert Black was an intentionally
26 discriminatory act intended to frustrate the Cookes' ability to use their home and to instead
27 give Robert Black a potential basis for having the Cookes removed from the property.
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1 248. Colorado City officials went so far to try and back Robert Black in efforts to
2 remove the Cookes from the Academy Avenue property that they sued the Cookes in federal
3 court, in Case No. CV11-08037-PCT-DGC, seeking a determination about who had the right
4 to use the property.

5 249. The record reflects that Robert Black did not actively defend his supposed claim
6 to the Cookes' home in federal court, but instead Colorado City and Hildale made arguments
7 for him contending the priority of his interest in the property over the Cookes.

8 250. The evidentiary record shows that the Defendant municipalities acted as
9 advocates for Robert Black and against the Cookes for religious reasons.

10 251. The federal court in the dispute with Robert Black ruled on May 8, 2013, that
11 Mr. Black had abandoned the property, that the Cookes were the rightful occupiers of the
12 property, and that the UEP occupancy agreement issued by Mr. Wisan was valid; that ruling
13 was never appealed.

14 252. Colorado City's failure to cancel Mr. Black's building permit and to grant the
15 Cookes a permit at any time after the May 8, 2013 ruling demonstrates again the dedication of
16 Colorado City and Hildale to keeping the Cookes and other non-FLDS Church members from
17 obtaining and enjoying housing in their municipality.

18 **The FLDS Church Conspiracy with the Defendants to Use Culinary Water Issues to**
19 **Discriminate Against Non-FLDS Persons' Obtaining and Using Housing**

20 253. The Defendants also conspired with the FLDS Church to use culinary water
21 issues as a way to keep the UEP Trust from leasing and developing properties in the Twin
22 Cities and to keep non-FLDS Church members, including the Cookes, from moving into or
23 fully utilizing households in their communities.

24 254. The Defendants, including Colorado City Town Manager David Darger, Hildale-
25 Colorado City Utilities Liaison Jerry Barlow, Helaman Barlow of the Hildale/Colorado City
26 Marshal's Office and others met regularly with Willie Jessop, the then FLDS spokesperson and
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1 legal coordinator to plan how to keep the UEP from developing new housing for the Cookes
2 and other non-FLDS in Colorado City and Hildale.

3 255. During those meetings, Defendants conspired with the FLDS Church to use
4 multiple tools in their power to stop the UEP from developing new housing on UEP land in
5 Colorado City and Hildale.

6 256. One of the tools that Defendants and the FLDS Church agreed upon to stop the
7 UEP and the Cookes was to claim there was a shortage of culinary water as an excuse to keep
8 the UEP Trust from leasing and developing properties in the Twin Cities and to keep non-
9 FLDS Church members from moving into or fully utilizing new or unfinished households on
10 UEP land in their communities.

11 257. According to Willie Jessop, the Defendants entered into this conspiracy regarding
12 an alleged water shortage when they knew at the time that there really was sufficient water
13 available for distribution and development.

14 258. Defendants Town of Colorado City, City of Hildale and Twin City Water
15 Authority had an Intergovernmental Agreement in place since 1996 to operate their joint
16 culinary water distribution system to provide for the needs of current and future residents.

17 259. To that end, Defendants had retained Sunrise Engineering to study the situation
18 and prepare a 20-year water development plan for the Twin Cities, including the development
19 and amount of various available water resources.

20 260. Sunrise Engineering prepared the 20-year water plan for the Twin Cities in 1998,
21 and performed additional studies in 2002 and 2003 regarding how to access abundant high
22 quality spring water from nearby Water Canyon and Squirrel Canyon in the Navajo Sandstone
23 Aquifer.

24 261. Thereafter, Defendant City of Hildale joined with other Utah governmental
25 entities to lobby successfully for passage of a federal Omnibus Land Management Act which
26 took effect in March 2009 and moved the boundaries of the federal Wilderness Study Area in
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1 Water Canyon and Squirrel Canyon so that Hildale could access the spring water from those
2 sites.

3 262. Defendants did not inform their own experts of the change in the law that made
4 water from Water Canyon and Squirrel Canyon available for development.

5 263. Based upon evidence received, including trial testimony from Defendants' own
6 expert Marvin Williams, development of water from Water Canyon and the Power Plant Well
7 is feasible and in process.

8 264. Defendants raised concern about a water shortage in April 2007 after the Wisan-
9 led UEP Trust submitted subdivision plats for approval by Colorado City and Hildale.

10 265. At that time, Twin City Water Authority and Hildale-Colorado City Utilities
11 claimed that it would be necessary to do a water study, but in the seven years until the trial of
12 this case the Twin Cities never did a hydrological study of the available aquifers.

13 266. In July 2007, the Twin Cities each issued water emergency declarations to restrict
14 outdoor watering after a pump motor burned out in one of the existing wells that supplies water
15 to the municipal water distribution system.

16 267. The Court finds credible the evidence that this was a maintenance and not a water
17 resource issue.

18 268. The Defendants rescinded their water emergency declarations the very next day
19 after a new motor was installed, and the water storage tanks were filled.

20 269. Defendants next falsely advised the UEP that they were contractually limited to
21 1200 gallons per minute ("gpm") of culinary water from their bulk water supplier, FLDS-
22 controlled Twin City Water Works, but their usage records have revealed that the Twin Cities
23 were receiving and using substantially more water than that.

24 270. After reviewing those numbers, UEP's water engineer Craig Neeley met with
25 Hildale/Colorado City Utilities Liaison Jerry Barlow and Twin City Water Authority Water
26 Superintendent Victor Jessop and questioned whether they were using water as a way to limit
27 who gets to live there.
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1 271. Nothing in the 1996 bulk water purchase agreements between Twin City Water
2 Water Works and the Twin Cities limits the amount of water that the Defendants will receive to
3 1200 gpm.

4 272. Instead, those agreements expressly provide that Twin City Water Works shall
5 provide the Defendants with all water available from the wells enumerated therein.

6 273. Thereafter, Twin City Water Works added new wells, including Well No. 24 and
7 the Power Plant Well, to the culinary water system, substantially increasing the amount of
8 water provided and sold to the Defendants.

9 274. Multiple witnesses testified that Defendants have used the Power Plant Well since
10 2007 to supplement the culinary water supply, without getting approval from the Utah State
11 Engineer for change of use.

12 275. After the Cookes had moved to Colorado City in late May 2008, expecting to
13 complete their unfinished home in a month, Defendants' utility official Jerry Barlow informed
14 Ron Cooke and his brother, then UEP Advisory Board Member Seth Cooke, that due to an
15 unwritten policy allegedly adopted by Colorado City and Hildale following the July 2007 water
16 emergency, no culinary water connections would be provided to new service locations unless
17 physical water was brought to the system by the applicant.

18 276. Despite the alleged water shortage, Colorado City and Hildale imposed no
19 requirement to bring new physical water on those primarily FLDS individuals seeking to
20 reactivate dormant existing water meters.

21 277. Moreover, though the Defendants have used a claimed water shortage and
22 capacity problem as an excuse for not supplying a water connection to the Cookes, the refusal
23 to grant the Cookes a culinary water connection was not justified as a water saving measure.

24 278. Instead, the Defendants' witnesses acknowledge that their supposed policy of
25 allowing culinary water connections to lots that had at some past time been served with
26 culinary water, irrespective of who the applicant is, but requiring that any applicant for a
27 connection at a lot not previously served provides no guarantees of water savings.
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1 279. There is no water savings created because the Defendants have not placed any
2 restrictions whatsoever on how much water could be used by someone newly connected at a lot
3 that had been previously served.

4 280. The testimony also confirmed that the Defendants have completed dozens and
5 dozens of connections of culinary water to lots in their community since the Cookes first
6 requested a water connection, and that each time such a connection was made there had been
7 adequate water in the system to have hooked up the Cookes instead.

8 281. Although Defendants claimed that the Cookes could have received culinary water
9 had they moved to an abandoned home that had an existing connection or if they moved in with
10 others that had water service, the Cookes would have used the same amount of water for their
11 family at these other service locations which did not meet their needs as they would at the
12 Academy Avenue property that did; again, this proves that the Defendants' water connection
13 practices have not been justified by any water savings or system capacity issues.

14 282. Also, the Defendants refused to allow the Cookes to have a new water connection
15 at the Academy Avenue in exchange for the UEP not using an existing water connection at a
16 site on UEP property where the home had been destroyed by fire or removed, which also
17 proves the rules enforced against the Cookes were not justified by water savings or system
18 capacity concerns, which would have been met under this alternative.

19 283. Then-Utility Board Member Guy Timpson asked Jerry Barlow about the policy of
20 no new water connections without physical water when he was working on creating a new
21 FLDS water bottling company in Hildale known as Pure Ph8, Inc., and Barlow admitted that
22 the policy had never been voted on by the Twin City Water Authority Board or the other
23 Defendants and that the new water bottling company at the site of the old FLDS Storehouse
24 would be considered an existing service location which would have no restrictions on water
25 use.
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1 284. Guy Timpson further testified that Jerry Barlow did not inform the Twin City
2 Water Authority Board that a water main already existed in the street in front of the Cookes’
3 home before the Board voted not to allow a new water connection for the Cookes.

4 285. Jerry Barlow is the son of excommunicated Colorado City Mayor Dan Barlow,
5 was the Utilities Liaison for Hildale and Colorado City, was a signator to a November 2008
6 declaration of beneficiaries opposing secular administration of the UEP by Bruce Wisan, and
7 the author of a letter to FLDS Bishop Lyle Jeffs under the pseudonym Jeremiah B. Allred
8 expressing concern that Hildale Mayor David Zitting was cooperating with the UEP Trust’s
9 Special Fiduciary.

10 286. Jerry Barlow also authored a December 15, 2008 letter on Hildale letterhead on
11 behalf of all Defendants denying the Cookes’ October 2008 request to Defendants for a water
12 connection and other utilities.

13 287. Jerry Barlow was on a mission for the FLDS Church when he asserted the Fifth
14 Amendment at his deposition regarding the letter to Lyle Jeffs.

15 288. Multiple new FLDS housing and businesses located off UEP land received new
16 culinary water connections in Colorado City and Hildale after the Defendants denied the
17 Cookes’ request, including but not limited to: FLDS-controlled Twin City Improvement
18 Association’s triplexes, the new Warren Jeffs Compound, and the new FLDS Storehouse.

19 289. The Defendants claim that Twin City Improvement Association complied with
20 the new ordinances adopted by the Twin Cities in 2010 to get the new water connections
21 because in addition to quitclaiming their “paper” irrigation water rights to FLDS water supplier
22 Twin City Water Works (“TCWW”), the water system was replenished by irrigation water
23 seeping into the aquifer from Water Canyon and traveling miles to replenish the local aquifer,
24 but that has not been documented, and Defendants’ witnesses confirmed that they have no way
25 to measure or verify this.

26 290. After the December 2009 Twin City Water Authority meeting at which Twin City
27 Water Authority considered and voted in favor of providing new water connections for Twin
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1 City Improvement Association's new triplexes, the representative for TCIA and TCWW
2 representative (who was current Colorado City Mayor Joseph Allred) refused to work with
3 Jethro Barlow, the UEP's representative, about a similar arrangement whereby the UEP could
4 likewise quitclaim its practically identical irrigation water rights and receive new culinary water
5 connections from Defendants for unfinished homes on UEP land.

6 291. Multiple new FLDS businesses have received connections to existing water
7 meters after the Defendants denied a water connection to the Cookes, including the Pure Ph8
8 water bottling company, Espresso Creek, and Most Wanted Jeans.

9 292. Pure Ph8 is a new water bottling company, located at the site of the former FLDS
10 storehouse in Hildale, and, according to its developer, Guy Timpson, that was created with the
11 intent to provide income to the FLDS Church from sale of unlimited amounts of high quality
12 municipal spring water from Defendants' culinary water system to individuals within the
13 Colorado City and Hildale community, to FLDS Church members located outside the area, and
14 to others through internet and retail sales.

15 293. Patrick Barlow testified that a new FLDS business, Espresso Creek, was added
16 onto and served by the same water meter that already served his business, Uzona Wall.

17 294. According to Patrick Barlow, Defendants' employees knew that the two
18 businesses had been sharing the same water meter for over a year in violation of Defendants'
19 policies, but took no action to disconnect one of them from the meter until the situation became
20 an issue in this case.

21 295. There is credible evidence that a culinary water meter was neither used nor in
22 existence at the Colorado City Industrial Park site where Most Wanted Jeans is located until
23 after a culinary water line was extended to that site after the Cookes moved to Colorado City.

24 296. The Cookes, however, were forced to haul their own water for the nearly six (6)
25 years from the time they arrived in Colorado City until after the trial in this case.
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1 297. According to Plaintiffs' expert witness Zachary Renstrom, Defendants had the
2 ability to add 111 additional connections to the culinary water system from existing water
3 sources in 2008, the year that the Cookes moved to Colorado City.

4 298. According to undisputed testimony from Mr. Renstrom, the Defendants had
5 existing water lines, excess water supply, excellent water pressure in the vicinity, and excess
6 storage capacity in tanks to provide culinary water service to the Cooke family at their
7 Academy Avenue home using existing water sources when the Cookes arrived in Colorado City
8 in 2008.

9 299. Although the municipal Defendants contended in their related federal court
10 lawsuit against the Cookes and the UEP that they would be harmed by having to drill a new
11 well if they had to serve the Cookes' with culinary water, the Defendants provided a new water
12 connection to the Cookes after trial and did not drill a new well to do so.

13 300. Nor did the Defendants drill any new wells to serve the multiple new and dormant
14 existing water service locations that the Defendants connected after the Cookes moved to
15 Colorado City in May 2008.

16 301. According to Defendants' Standard Specifications for Design and Construction of
17 Municipal Water, Wastewater, Electric and Gas Utilities, adopted in June 2006 and still in
18 effect, no new water is necessary to receive a new water connection for a small infill project in
19 an existing neighborhood like the Cookes' home. (See Exhibit No. 333, § II(A)(8)(b)).

20 302. The Arizona Department of Water Resources issued a 100-year water adequacy
21 determination for a 238 lot subdivision in the adjacent community of Centennial Park, Arizona
22 in 2010 based on hydrological testing of the Shinarump Aquifer, which also serves Colorado
23 City and Hildale.

24 303. The alleged water shortage in Colorado City and Hildale does not explain
25 Defendants' failure to provide the Cookes with power and sewer service for more than a year,
26 or their 8-month delay in approving a ROW permit for independent energy supplier, Garkane
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1 Energy, to supply electricity to the Cookes after Garkane took over the power franchise for
2 Colorado City and Hildale in July 2009.

3 304. The Defendants used an alleged water shortage and purported water policies as a
4 pretext for discrimination in refusing to provide new municipal water service on UEP land to
5 the Cookes and other non-FLDS Church members because of religion in connection with their
6 obtaining and using new UEP housing.

7 305. The Court believes that the Defendants intend to continue to use an alleged water
8 shortage and purported water policies as a pretext for discrimination against non-FLDS Church
9 members because of religion in connection with their obtaining and using UEP housing.

10 **Evidence that Water Issues and Policies Were Also Used as a Pretext**
11 **to Discriminate Against Other Non-FLDS Members and Prevent**
12 **Their Use of Properties, Including Homes**

13 306. Prior to the court appointment of Mr. Wisan as Special Fiduciary of the UEP, no
14 one was denied a culinary water service connection in Colorado City or Hildale.

15 307. In 2006, prior to Defendants' alleged adoption in July 2007 of an unwritten policy
16 against providing new water connections without new water, non-FLDS former Colorado City
17 Councilman Richard Holm purchased UEP property from Mr. Wisan located on or about 1195
18 N. Mulberry Street in Hildale, Utah and containing a green building ("the green property").

19 308. When Mr. Holm contacted Hildale Mayor David Zitting on or about 2006 to
20 apply for a new water connection for the green property, Mayor Zitting initially told Mr. Holm
21 that there was a moratorium on sewer hookups because there was too much water going into the
22 sewer ponds, and later told Mr. Holm that he could not have a water connection due to a water
23 shortage.

24 309. Thereafter, Jerry Barlow told Mr. Holm that if Holm transferred water rights to
25 Twin City Water Works, he could get a water connection for the green property.

26 310. Mr. Holm was prepared to transfer the water rights to get a new water connection,
27 and made arrangements to transfer his rights to three acre-feet of water to do it, but did not
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1 proceed because Jerry Barlow informed him that Defendants would not provide a water
2 connection for the green property until Holm proved it was a legal subdivision.

3 311. In May 2007, non-FLDS trust participant John Cook entered into an occupancy
4 agreement with Mr. Wisan for a UEP property located at 960 N. Elm Street, Hildale, Utah (“the
5 Elm property”) on which John Cook planned to install a double-wide trailer.

6 312. The Elm Street property had a concrete slab poured, and water meter and
7 electrical boxes already installed at the property line.

8 313. According to John Cook, who installs water meters for nearby Centennial Park,
9 there was adequate water pressure at the water tap located on the adjacent property and it would
10 have taken approximately 15 minutes to install a water meter to the Elm Street property.

11 314. In late May 2007, before Defendants’ alleged adoption of an unwritten policy
12 against installing new water connections without additional water due to a water emergency in
13 July 2007, John Cook applied to Defendant City of Hildale for a building permit.

14 315. Defendant City of Hildale’s employees informed John Cook that he could not get
15 a building permit because no new water connections would be provided without the applicant
16 bringing new water due to a water shortage.

17 316. John Cook went back to the Hildale office to request that they put what they had
18 said in writing, but the employees refused.

19 317. Thereafter, John Cook requested assistance in obtaining a culinary water
20 connection from Hildale Mayor David Zitting, who was his former brother-in-law, but Mayor
21 Zitting said that he could not help him.

22 318. John Cook had no way to bring new water to the system for a new water
23 connection.

24 319. Although John Cook continues to pay occupancy fees to the UEP for the Elm
25 property and would like to move his doublewide trailer to this one-acre lot from a small trailer
26 park lot that he is occupying in Centennial Park, he cannot enjoy housing at the Elm Street
27 property without a new culinary water service connection from Defendants.
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1 320. John Cook has been shunned as an apostate since returning to Colorado City and
2 believes that Defendants denied a new water connection to him because of religion.

3 321. Matthew Musser is non-FLDS and petitioned for UEP housing after Bruce Wisan
4 was appointed Special Fiduciary.

5 322. Mr. Musser was assigned to an unfinished home on UEP land in Colorado City,
6 and worked on finishing the house for approximately six months so that his family could move
7 there from a small apartment.

8 323. Mr. Musser twice contacted the Defendants' Utility Office by telephone in 2008
9 to inquire about the procedure for getting a new water connection for the property, but was
10 ultimately told that no new water connections would be granted until two new wells were
11 drilled and the city did not know when that would be done.

12 324. Due to the city's refusal to provide a new water connection, Mr. Musser gave up
13 on moving his family to the house on UEP land in Colorado City.

14 325. Steven Bateman, who is non-FLDS but qualifies as a trust participant due to the
15 work he contributed to the UEP, petitioned for UEP housing in Colorado City after Bruce
16 Wisan became Special Fiduciary of the UEP so that he and his brothers, who had left the FLDS
17 Church could have a place to live in Colorado City.

18 326. Mr. Bateman heard from his uncle, UEP Advisory Board Member Deloy
19 Bateman, and UEP Consultant Jethro Barlow regarding the problems that non-FLDS Ron and
20 Jinjer Cooke were experiencing in getting a new water connection from the Defendants for
21 UEP housing in Colorado City.

22 327. Steven Bateman also heard about the "run around" that other non-FLDS were
23 receiving in getting new water connections from the Defendants.

24 328. Due to the discrimination against non-FLDS persons that he had experienced in
25 Colorado City and the information that he received about the problems that the Cookes and
26 other non-FLDS persons were experiencing in getting water and other utilities from
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1 Defendants, it would have been futile for Mr. Bateman to seek a new water connection for UEP
2 housing in Colorado City from Defendants.

3 329. Patrick Barlow had been constructing a new house for his family on UEP
4 property located on or about 165 W. Cooke Avenue (“the Cooke Avenue property”) in
5 Colorado City for many years, with permission of the FLDS Church.

6 330. The Cooke Avenue property had an existing culinary water tap which had been
7 used by Patrick Barlow and his family at that site for many years going back to when the
8 property had a barn.

9 331. In January 2013, Patrick Barlow was excommunicated from the FLDS Church
10 and needed housing for himself and his family.

11 332. Thereafter, Patrick Barlow began completing construction on the house at the
12 Cooke Avenue property.

13 333. The next day, FLDS-controlled Twin City Water Works, who was under contract
14 with Defendants Town of Colorado City and City of Hildale for operation and maintenance of
15 the municipal culinary water distribution system, had its employee, Scott Jessop, move the
16 water connection from the Cooke Avenue property to another property on the same parcel and
17 surround the water connection with a fence so that Patrick Barlow could no longer access or use
18 the water connection for the unfinished house on the Cooke Avenue property.

19 334. The removal of the water source from Patrick Barlow’s unfinished home by
20 Defendants’ agent occurred because of religion.

21 335. Due to the Defendants’ discriminatory refusal to provide new water connections
22 for unfinished houses on UEP property without new water and Defendants’ refusal to honor the
23 existing building permits issued by Defendants for such housing, the UEP has been harmed and
24 unable to provide 41 unfinished homes on UEP land to trust participants seeking such housing,
25 principally impacting those who are non-FLDS.

26 336. The UEP has been required to continue to pay taxes on such housing.
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Use of Building Permit Requirements and Policies to Prevent Enjoyment of Housing Rights by the Cookes and Other Non-FLDS Persons

1
2 337. The Defendants have used their building permit process to frustrate non-FLDS
3 Church members from moving into or using housing in their communities.

4 338. In response to the appointment of Mr. Wisan as UEP Trust Special Fiduciary, the
5 Town of Colorado City modified its building permit application form which had previously
6 required an authorizing signature from the owner of the property for which the permit was
7 being sought. The town removed from the application any requirement that the owner of the
8 property for which a building permit was sought indicate their authorization of the application.

9 339. This change in the building permit form meant that persons residing on or using
10 for business purposes UEP Trust property no longer had to obtain the authorization of the UEP
11 Trust as owner of the property to seek a building permit for construction on UEP Trust
12 property.

13 340. This change in the building permit form also meant that the town would be
14 issuing building permits to persons who neither indicated or affirmed their ownership or right
15 to use the property to which the permit applied, and without any knowledge of whether or not
16 the applicant whose construction they were approving even had the right to occupy or build
17 upon the effected lot.

18 341. The circumstances surrounding the change in the building permit form, including
19 the timing of the change after Mr. Wisan's appointment, the fact that the substantial majority
20 of persons living on UEP Trust property were members of the FLDS Church, the fact that the
21 change would allow FLDS Church members to obtain government permission to build on UEP
22 Trust property without authorization by the court's appointed fiduciary, and the fact that the
23 modification was not supported by any articulated, legitimate objective other than to benefit
24 FLDS Church members by allowing them to avoid having to seek approval of the court's
25 fiduciary and allowing them to obtain building permits on property without any notice to or
26 potential objection by the non-FLDS owner of the affected properties, establishes that the
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1 modification of the building permit forms was intended to provide favorable treatment on the
2 basis of religion to FLDS Church members, to frustrate the non-FLDS Church fiduciary of the
3 Trust, and to make the building permit approval process non-transparent, all of which was part
4 of a scheme to use Defendants' municipal resources to please and comply with the directives
5 of FLDS Church leadership and to discriminate against non-FLDS residents of the
6 communities.

7 342. The refusal of the Town of Colorado City and the City of Hildale to honor
8 building permits for unfinished homes in Colorado City and Hildale, and the related refusal to
9 recognize the utility department signoffs for water and other utilities on those building permits,
10 caused the UEP to be unable to make housing available to trust participants in approximately
11 41 unfinished homes on UEP land.

12 343. Steven Bateman testified that he petitioned for housing benefits from the UEP
13 but that due to the Defendants' treatment of the Cookes with respect to the alleged water
14 shortage, he has not obtained an occupancy agreements from the UEP for an unfinished
15 homes.

16 **The Discriminatory Conduct is Ongoing**

17 344. The practice of the Defendants' employees and officials of demonstrating
18 unwavering loyalty to Warren Jeffs and the FLDS Church and obeying Mr. Jeffs' directives
19 that they shun apostates, not cooperate with the non-FLDS world, including outside
20 governments, and frustrate and obstruct non-FLDS Church members' ability to live in the
21 Twin Cities and enjoy housing and business opportunities there continues unabated today.

22 345. For example, during discovery and at trial in this matter numerous current or
23 former officials or employees of Defendants refused to answer questions about their religious
24 affiliations and the impact of their religious loyalties on their public jobs.

25 346. Also, Mayor Joseph Allred even invoked the Fifth Amendment as to almost all
26 questions asked of him at trial, including questions that would expose the discriminatory
27 conspiracy between the FLDS Church and the Defendants.
28

1 347. Former FLDS legal coordinator Willie Jessop testified credibly that the decision
2 to invoke a water shortage as an excuse for preventing further development of UEP Trust lands
3 that would allow growth of the non-FLDS Church segment of the Twin Cities community was
4 the result of meetings between FLDS Church representatives and municipal leaders acting in
5 conspiracy.

6 348. Willie Jessop has confirmed that he was present for the FLDS Church and
7 municipal leaders' meetings in which the pretext excuse of a water shortage was created.

8 349. Even through trial the Defendants continued to assert the same supposed water
9 shortage as the justification for their refusal to grant services to the Cookes and other non-
10 FLDS members, even though the water shortage had been selected with church participation to
11 serve as a pretext for discrimination against non-FLDS interests.

12 350. Evidence from letters of then-Colorado City Mayor George Barlow sent to
13 Warren Jeffs in prison in 2012 seeking his guidance on town matters confirm that municipal
14 leadership still looks to Warren Jeffs to give direction on municipal decisions and policies.

15 351. Given the open hostility long expressed by Warren Jeffs in his writings and
16 sermons for apostates, non-FLDS businesses, and outside government, and his directives that
17 FLDS Church members in positions of municipal authority refuse to cooperate or help
18 apostates, the outside government or other non-FLDS Church members, continued fidelity to
19 Warren Jeffs' directives means implementation of ongoing policies and efforts to discriminate
20 against non-FLDS members in provision of government services, particularly those critical to
21 enjoyment of housing like utilities and building permits.

22 352. *The post-trial testimony of Marshal Helaman Barlow, admitting that he had*
23 *repeatedly lied in his trial and deposition testimony in this case, confirms that the Defendants'*
24 *police officers continue to obey the FLDS Church in disregard for their duties as peace*
25 *officers and with intent to harm non-FLDS interests and protect and support the FLDS Church*
26 *leadership.*

1 members within their communities of their rights established under the federal and Arizona
2 fair housing laws because of religion.

3 360. The Court concludes that given the verdict of the jury and the findings of fact set
4 forth above, permanent prohibitory injunctive relief is necessary and appropriate to obtain the
5 immediate and ongoing compliance by the Defendants with the Arizona Fair Housing Act.

6 361. The Court further concludes that permanent prohibitory injunctive and
7 affirmative relief is both necessary and appropriate to ensure proper ongoing respect for and
8 the current and future observance of the Arizona fair housing laws by the Defendants and their
9 respective departments, boards, committees, officials, officers, employees and agents.

10 362. Due to the unique nature and duration of the discriminatory conduct and criminal
11 activity pervasive throughout the Hildale/Colorado City Marshal's Office, the appointment of a
12 monitor, even one with daily operational control and hiring and firing authority, would be
13 inadequate and insufficient to remedy such serious misconduct and protect the public from
14 further discrimination and harm.

15 363. The longstanding, pervasive, and ongoing discriminatory conduct and criminal
16 activity rampant throughout the Hildale/Colorado City Marshal's Office simply cannot be
17 remedied by a monitor "watching" it, nor would the public be adequately protected from further
18 discrimination and harm.

19 364. The disbandment of the Hildale/Colorado City Marshal's Office is the only
20 remedy that can be tailored to remedy the specific harms proven at trial, *and now corroborated*
21 *by post-trial newly discovered evidence*, that will stop the FLDS-controlled towns of Hildale
22 and Colorado City from using their Marshal's Office to perpetuate their historical
23 discriminatory pattern and practice of interfering with the fair housing rights of non-FLDS
24 people.²

25
26 ² If the Court declines to disband the Marshal's Office, notwithstanding the substantial trial
27 and post-trial evidence presented by the State justifying this remedy, then the State respectfully
28 requests the Court to appoint a long-term (at least ten (10) years) receiver over the Marshal's
Office, and to grant the receiver, at the very least, daily operational control and hiring and firing

1 **PERMANENT INJUNCTIVE AND AFFIRMATIVE RELIEF**

2 **Permanent Injunctive Relief**

3 365. The permanent injunctive relief proven justified and necessary by the facts
4 adduced at trial, *the facts developed through post-trial newly discovered evidence*, and the law
5 applicable to injunctive relief appropriate to remedy and prevent documented violations of the
6 fair housing laws includes the following terms, each of which is hereby ordered.

7 **Compliance with Arizona Fair Housing Act**

8 366. Defendants, their councils, boards, commissions, departments, officials, agents,
9 servants, employees, successors and assigns shall not directly or indirectly discriminate in
10 providing any utility or other municipal services or facilities because of race, color, national
11 origin, religion, sex, familial status or disability.

12 367. In particular, Defendants shall not discriminate regarding the submittal
13 requirements, procedures, fees, or level of review for the following municipal services:

- 14 1. utility hookups,
15 2. building permits,
16 3. ROW permits,
17 4. Access to review and/or obtain copies of building plans and submittals on
18 file with Defendants.

19 368. Defendants shall not arbitrarily void building permits, including building permits
20 on unfinished homes on UEP property. Should any building permits be voided or expired,
21 Defendants must provide written notice to the applicant and property owner stating the reasons
22 for expiration, and maintain copies of the written notice.

23 369. Defendants, their councils, boards, commissions, departments, officials, agents,
24 servants, employees, successors and assigns shall not directly or indirectly discriminate in
25

26 authority, and include built-in triggers for automatic disbandment (e.g. failure or refusal to
27 cooperate, misconduct, etc.).
28

1 housing or otherwise make housing unavailable because of race, color, national origin, religion,
2 sex, family status or disability.

3 370. Defendants, their councils, boards, commissions, departments, officials, agents,
4 servants, employees, successors and assigns shall not directly or indirectly discriminate or
5 interfere with development or enjoyment of housing or leases on UEP Trust land based on
6 religion.

7 371. Defendants, their councils, boards, commissions, departments, officials, agents,
8 servants, employees, successors and assigns shall not adopt or enforce any policy, ordinance,
9 regulation, resolution, procedure or practice that would treat new and existing users of
10 municipal services differently, except upon receipt of this Court's approval after formal
11 application in this matter with notice to all other parties and proof of legitimate, non-
12 discriminatory reasons for such policy, ordinance, regulation, resolution, procedure or practice.

13 372. In particular, Defendants' existing ordinances and resolutions adopted in 2010,
14 including Ordinance No. 2010-1, Establishing Procedures for New Culinary Water
15 Connections; Resolution No. 2010-04, A Resolution Setting Forth the Quality and Quantity of
16 New Water; and Resolution No. 2010-05, Water Rate Resolution for Unassured and New
17 Water, for new and existing water connections and Defendants' unwritten policy regarding new
18 and existing water connections are a pretext for discrimination and are, therefore, null and void.
19 Defendants are permanently enjoined from enforcing these ordinances, resolutions and policies.

20 373. Defendants, their councils, boards, commissions, departments, officials, agents,
21 servants, employees, successors and assigns are further permanently enjoined from adopting or
22 enforcing any new water connection ordinances, regulations or policies that include any
23 requirements that new residents bring their own water, provide water rights to a private water
24 supplier, or pay an impact fee or other fee that would be considered by a reasonable person to
25 be exorbitant, unreasonable or otherwise discriminatory given the then-prevailing community
26 fees and/or standards.
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1 374. Defendants, their councils, boards, commissions, departments, officials, agents,
2 servants, employees, successors and assigns shall not directly or indirectly engage in any
3 discrimination or retaliation of any kind whatsoever against Ronald Cooke, Jinjer Cooke, their
4 children, any witnesses who testified in the trial in this matter, or any other person because any
5 such person has opposed any practice reasonably believed by such person to be unlawful under
6 either the federal Fair Housing Act or the Arizona Fair Housing Act or because such person has
7 filed any complaint, given testimony or assistance, or participated in any manner in any
8 investigation or proceeding under either the federal Fair Housing Act or the Arizona Fair
9 Housing Act.

10 **Permanent Affirmative Relief**

11 375. The permanent affirmative relief proven justified and necessary by the facts
12 adduced at trial, *the facts developed through post-trial newly discovered evidence*, and the law
13 applicable to affirmative relief appropriate to remedy and prevent violations of the fair housing
14 laws includes the following terms, each of which is hereby ordered.

15 **Disbandment of Marshal's Office/Police Department**

16 376. Defendants shall immediately commence taking all actions necessary to disband
17 and terminate all operations, including without limitation all law enforcement, policing, and
18 dispatch operations, of the Colorado City Marshal's Office and the Hildale City Police
19 Department (collectively the "Marshal's Office"), and to transfer full responsibility and
20 authority for law enforcement policing and police dispatch services within the municipalities to
21 the sheriffs of the respective Arizona and Utah counties in which the municipalities of Colorado
22 City and Hildale are located, namely, Mohave County, Arizona, and Washington County, Utah
23 (hereafter the "County Sheriffs"). Such actions shall include, at a minimum, strict and timely
24 compliance with the procedures provided hereafter.

25 377. Defendants shall, no later than sixty (60) days after the entry of this Judgment,
26 complete good faith negotiations with the county governments, including the County Sheriffs,
27 of Mohave County, Arizona and Washington County, Utah to take over police law enforcement
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1 and police dispatch operations in Colorado City and Hildale at the earliest possible date, which
2 in no event shall be later than ninety (90) days after the entry of this Judgment except upon
3 further order of this Court upon good cause shown for such extension.

4 378. Defendants shall cooperate in making arrangements with Mohave County,
5 Arizona, Washington County, Utah, and the states of Arizona and Utah and their appropriate
6 regulatory or administrative departments to obtain cross-certification in both Arizona and Utah
7 of county sheriff deputies to be assigned to policing duties in the Colorado City and Hildale
8 communities.

9 379. Defendants shall bear the entire cost of and shall provide timely funding to the
10 County Sheriffs for all expenses the County Sheriffs determine are necessary to provide
11 adequate replacement policing and police dispatch services to the municipalities of Colorado
12 City and Hildale.

13 380. Defendants shall provide full cooperation to the County Sheriffs and/or all other
14 law enforcement personnel of Mohave County, Arizona and Washington County, Utah and
15 shall provide all such persons and their designated agents, staff or employees full access to all
16 information, data, policies, records, files, recordings, equipment, employees, witnesses, and
17 reports needed to conduct the policing and dispatch services assumed by the counties
18 hereunder.

19 381. Defendants shall provide full cooperation and follow through in connection with
20 any investigation of pending or newly initiated or reported matters falling within the
21 jurisdiction or responsibilities of the Marshal's Office pending transition of local policing and
22 police dispatch services to county law enforcement personnel.

23 382. Defendants shall provide full cooperation and follow through in negotiation,
24 approval, execution and performance of any agreements deemed necessary by the County
25 Sheriffs or the counties themselves for the provision of police law enforcement and police
26 dispatch services within the municipal jurisdictions of Colorado City and Hildale during the
27 term of the relief provided hereby.
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1 383. During the transition process, Defendants shall provide notice to their municipal
2 residents about how to submit a complaint about past, present or future actions of the Marshal's
3 Office or its officers or employees to the relevant state certification agency or the U.S.
4 Department of Justice. Defendants shall make a flier providing such notice available to anyone
5 dealing with the Marshal's Office or any of its personnel.

6 384. The flier shall indicate that the Marshal's Office is currently in the process of
7 being disbanded pursuant to a court judgment and that if they have comments or concerns
8 regarding the Marshal's Office they should please contact either the appropriate Peace Officers
9 Standards and Training Board in Arizona or Utah, the Office of the Arizona Attorney General,
10 or the Department of Justice, providing therewith an address and phone number for each such
11 department.

12 385. Should the State of Arizona have reasonable cause to believe before the end of
13 the ninety (90) day transition period that deputies or other employees of the Marshal's Office
14 are discriminating against or interfering with individuals in violation of this Judgment or that
15 deputies or other employees of the Marshal's Office are unavailable, unable, unwilling or
16 otherwise ineffective in handling local law enforcement for any reason, the State may bring the
17 matter to the Court's attention and seek all appropriate relief as it deems necessary in the public
18 interest, including authorization of the State of Arizona to effect the immediate termination of
19 the Marshal's Office operations and the transition required hereby.

20 386. Within fourteen (14) days from the entry of this Judgment, the Defendants Town
21 of Colorado City and Hildale City shall arrange for and provide education and training of the
22 existing Marshal or acting Marshal and of all deputies, dispatchers or other employees of the
23 Marshal's Office on the provisions of this Judgment and the requirements of the federal and
24 Arizona fair housing laws.

25 387. The State of Arizona shall request that the County Sheriffs provide the State of
26 Arizona with quarterly reports during that period in which their offices are providing policing
27 and law enforcement and dispatch services in Colorado City and Hildale under this Judgment
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1 identifying any direct or indirect interference with county law enforcement officials or efforts
2 to otherwise obstruct the fair administration of justice by any of the Defendants, their agents,
3 officials, officers, employees, successors or assigns.

4 388. Should the County Sheriffs report to the State of Arizona any direct or indirect
5 interference with their law enforcement activities or other obstructionist conduct in Colorado
6 City or Hildale, the State of Arizona shall file no later than one (1) week after receipt of such
7 report a status report advising this Court of the interference reported and further advising the
8 Court of any recommendations of any judicial actions necessary to enforce the terms of this
9 Judgment and to prevent any interference with or obstruction of county law enforcement
10 officials.

11 389. The State of Arizona shall file no later than one hundred and eighty (180) days
12 after entry of this Judgment, and annually by the first non-holiday Monday in July of each year
13 thereafter a report (the "Annual Law Enforcement Report") advising the Court of the then-
14 current status of law enforcement and police dispatch services in Hildale and Colorado City.
15 The State's report shall include any proposed recommendations for judicial actions deemed
16 necessary and/or appropriate to ensure full compliance with and enforcement of this Judgment.

17 390. Any re-establishment of the Marshal's Office, or other local police department,
18 under the direct or indirect control of Hildale or Colorado City, or both, shall be only by Order
19 of this Court, upon good cause shown. Good cause shall include, at the very least, proving by a
20 preponderance of the evidence that the FLDS Church no longer controls or influences
21 municipal functions and employees in Hildale and Colorado City, and that the subject certified
22 police officers will enforce the law equally and not discriminate against community members
23 based upon religion or otherwise. The Court will not consider such re-establishment prior to
24 the expiration of ten (10) years from the date of this Judgment. The State shall have the right to
25 object to and otherwise oppose any request for re-establishment, and to provide the Court with
26 recommendations and alternatives.
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1 397. In the event the Court elects not to appoint any of the candidates proposed by the
2 State of Arizona, the State of Arizona shall be required to continue submitting
3 recommendations for the Monitor position within thirty (30) days after each rejection by the
4 Court, and the Defendants shall have the same right to register objections set forth above.

5 398. The Monitor shall monitor Defendants' non-law enforcement services, operations
6 and facilities for compliance with the terms of this Judgment.

7 399. The services, operations and facilities to be monitored include all Defendants'
8 services, operations and facilities dealing with, involved in or responsible for any aspects of
9 utility services including but not limited to culinary water (including service, supply,
10 connections, fees and development), sewer, power and gas (hereafter, collectively, "utility" or
11 "utility services"), building permits, ROW permits, subdivision approval, blue staking, and
12 planning and zoning, irrespective of how Defendants have or shall have organized, structured,
13 incorporated, or titled such services, operations or facilities.

14 400. The Monitor's obligations and authority shall include monitoring for compliance
15 with this Judgment of Defendants' councils, commissions, boards, committees, elected and
16 non-elected and appointed and non-appointed officials, officers, council or board members,
17 personnel, employees, contractors, agents, servants, delegates, designees, bailees, business
18 partners, joint venturers, vendors, financiers and suppliers.

19 401. The modification by Defendants of who provides or manages any relevant
20 services, operations or facilities, or how any such services, operations or facilities are provided
21 or managed shall not impact the Monitor's ongoing responsibility and authority hereunder to
22 conduct monitoring.

23 402. The Defendants shall bear the cost of and cooperate freely and fully with all
24 reasonable monitoring activities and requests of the Monitor(s). Such cooperation shall
25 include, but is not limited to:

- 26 a. Providing the Monitor(s) with advance, timely notice of all regular and
27 emergency public meetings of Defendants' councils, boards, commissions,
28

1 committees and departments, allowing the Monitor(s) sufficient time to
2 make arrangements to attend such meetings.

3 b. Allowing the Monitor(s) full access to all meetings described in the
4 preceding paragraph.

5 c. Providing the Monitor(s) advance, timely notice of every instance in which
6 a council, board, or other arm or department of the Defendants intends to
7 meet in executive session, with a description of the purposes for the
8 executive session. The Monitor(s) shall be empowered to request
9 attendance at all such executive sessions and, in the event attendance is
10 denied, Defendants shall maintain a recording of the executive session and
11 the Monitor shall have the right to petition this Court for a further order
12 upon a showing of good cause to believe that the executive session involves
13 matters relevant to compliance with the terms of this Judgment or
14 compliance with federal or Arizona fair housing laws requiring the
15 Defendants to allow the Monitor to attend the relevant executive session(s)
16 or, if the executive session has taken place, to have a copy of the recording
17 of the executive session and any documents discussed at the executive
18 session. In the event a Monitor attends an executive session or receives
19 access to a recording of an executive session as provided in this Judgment,
20 the Monitor shall comply with the laws of the applicable state governing
21 confidentiality of legitimate executive session information.

22 d. Providing the Monitor with free, open and immediate access to all
23 documents, records, files and information of the Defendants, including
24 without limitation: 1) all paper, electronic, photographic, video and audio
25 data, information, documents, fields or records within the custody or
26 control of the Defendants or their agents; 2) all correspondence or
27 communications (including without limitation all electronic mail, instant
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1 messaging, radio, text or other forms of communication) to, from or among
2 any of Defendants' councils, boards, commissions, departments,
3 committees, agents, elected and non-elected and appointed and non-
4 appointed officials, officers, council members, board members, personnel,
5 employees, contractors, agents, servants, delegates, designees, bailees,
6 business partners, joint venturers, vendors, financiers and suppliers; and 3)
7 any and all planning, policy, reporting, decision or investigative records or
8 materials of the Defendants. Should the Defendants object to any request
9 for access by a Monitor to any records or materials the objecting party shall
10 provide the legal basis for the objection in writing to the Monitor and, if,
11 upon application by the State of Arizona to this Court for an order directing
12 disclosure the Court finds that the objection stated is not legally sufficient
13 or reflects a failure to cooperate as directed by this Judgment, all objecting
14 Defendants shall be liable for payment to the State of Arizona of all its
15 attorneys' fees and expenses associated with seeking the order compelling
16 disclosure. The Court further reserves the right to invoke, including *sua*
17 *sponte*, all other appropriate remedies for failure by any Defendant to
18 cooperate with any request for access to records or materials authorized
19 hereunder, including without limitation, invocation of appropriate contempt
20 proceedings and powers.

21 403. The Monitor shall provide to the State of Arizona a quarterly report setting forth
22 the complete efforts and findings of the Monitor over the past three months regarding
23 compliance by the Defendants with the terms of the Judgment regarding non-law enforcement
24 matters.

25 404. In the event that the Monitor identifies to the State in such a quarterly report
26 information indicating a failure to comply with the terms of the Judgment the State of Arizona
27 shall communicate such information to the relevant Defendant(s) who shall provide their
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1 written response explaining why they are in compliance with the terms of this Judgment no
2 later than five (5) business days after service of the communication by the State of Arizona.

3 405. In the event the State finds cause to believe that any of the Defendants is failing
4 to comply with terms of this Judgment the State of Arizona shall promptly file with the Court a
5 written report identifying the asserted non-compliance, providing a record of evidence
6 demonstrating the non-compliance, and requesting all appropriate relief from this Court
7 necessary to ensure compliance with the terms of this Judgment and to appropriately sanction
8 any violations thereof.

9 406. In the event that the Court determines that any Defendant has failed to comply
10 with the terms of this Judgment, then the Court shall issue all such other orders or further relief
11 and sanctions as are appropriate to remedy the non-compliance and ensure future compliance,
12 and all objecting Defendants found to have not been in compliance with this Judgment shall be
13 liable for payment to the State of Arizona of all its attorneys' fees and expenses associated with
14 seeking the order compelling disclosure (even if the Defendant has reversed its position and
15 attempted to comply prior to a ruling by the Court).

16 407. In the event that approval of utility services or other applications, permits, plats or
17 other requests for Defendants' services in connection with housing are ignored, delayed, or
18 denied, Defendant must provide to the applicant(s) and to the Monitor(s) the reason(s) for any
19 such situations in writing.

20 408. Should the Monitor determine that the action or inaction by Defendants in
21 connection with any applications for or approval or disapproval of any utility services
22 applications or other requests for services of Defendants in connection with housing constitutes
23 evidence of a violation of the terms of this Judgment, or evidence of intent to discriminate
24 because of religion, or a violation of the federal or the Arizona fair housing laws, the Monitor
25 shall inform the Defendants in writing and demand their immediate action to correct such issues
26 and comply with this Judgment and/or the law.
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- a. Ronald and Jinjer Cooke for the property located at 420 E. Academy Ave., Colorado City, AZ, which water connection has recently been provided by Defendants and shall be maintained by Defendants in accordance with this Judgment;
- b. John Cook, for the property located at 960 N. Elm St., Hildale, UT;
- c. Patrick Barlow, for the unfinished home located at 165 W. Cooke Ave., Colorado City, AZ; and
- d. Richard Holm or his brother, Monte Holm, for the property with the green building located at 1195 N. Mulberry St., Hildale, UT.

421. Defendants shall use good faith and promptly take all steps reasonably necessary to make culinary water available to meet the needs of current and future residents of Colorado City and Hildale City, by taking at least the following steps.

422. Within one year from the date of this Judgment, Defendants shall exercise good faith and take all steps reasonably necessary to provide new water connections to serve the approximately 41 unfinished homes on UEP land which the UEP has been unable to distribute to Trust participants due to Defendants' water policies and ordinances.

423. The Defendants shall promptly but no later than sixty (60) days after entry of this Judgment, request approval from the Utah Water Engineer or other appropriate agency to have the water from the Power Plant Well approved for culinary water use.

424. The Defendants shall promptly move forward with development of available water from Water Canyon in the Navajo Sandstone Aquifer and shall no later than six (6) months from the filing of this Judgment be able to demonstrate material efforts and progress toward that end.

425. The Defendants shall promptly identify options for using Hildale City's unused water rights to obtain new culinary water and shall develop an appropriate plan within six (6) months of the filing of this Judgment for doing so.

1 426. Defendants shall provide quarterly reports to the Monitor regarding all steps
2 taken to meet the culinary water needs of current and future residents.

3 427. Should the Monitor determine that the action or inaction by Defendants
4 constitutes evidence of a violation of the terms of this Judgment, or evidence of intent to
5 discriminate because of religion, or a violation of the federal or the Arizona fair housing laws,
6 the Monitor shall inform the Defendants in writing and demand their immediate action to
7 correct such issues and comply with this Judgment and/or the law.

8 428. In the event the Defendants refuse to comply with any demand of a Monitor
9 authorized hereby, the Monitor shall advise the State of Arizona which shall promptly review
10 the matter and if in agreement with the Monitor shall thereafter file a notice of the matter with
11 this Court and shall request appropriate order(s) or relief from this Court to obtain compliance
12 with this Judgment or the fair housing laws.

13 429. In the event this Court determines that the refusal to comply with the Monitor's
14 demand was without good cause, the responsible Defendant(s) shall be required to pay the
15 reasonable attorneys' fees and expenses of the State of Arizona incurred in seeking relief (even
16 if the Defendant has reversed its position and attempted to comply prior to a ruling by the
17 Court).

18 430. To ensure that Defendants are honoring and not interfering with UEP disposition
19 of housing on UEP property, all applications for new culinary water and other municipal
20 utilities shall be signed by the property owner as a condition to granting of utility service, and
21 Defendants shall maintain copies of such applications for review by the Monitor.

22 431. Additionally, Defendants shall promptly establish and maintain a current and
23 complete list of all persons or businesses receiving culinary water service from Defendants and
24 the related service locations for each.

25 432. The Defendants shall provide the UEP Trust or any other landowner or resident
26 within Colorado City or Hildale with a copy of the foregoing list upon request.
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1 **General Utilities**

2 433. Defendants shall, no later than ninety (90) days after the filing of this Judgment
3 create and adopt new policies regarding utility hookups and services that shall be non-
4 discriminatory, in writing, and posted timely on Defendants' websites.

5 434. All utility policies must be approved by Defendants in open meetings and the
6 Defendants shall not use executive sessions to discuss, debate, or create policies regarding
7 utility hook-ups or services.

8 **Building Permits**

9 435. Defendants shall, no later than ninety (90) days after the filing of this Judgment
10 create and adopt policies regarding building permit applications, approvals, uses, enforcement
11 expiration and cancellation that shall be non-discriminatory, in writing, and posted timely on
12 Defendants' websites.

13 436. To eliminate interference with UEP Trust housing, Defendants shall require the
14 property owner's signature on all new building permits as a condition of issuance and shall
15 further require that all persons or entities having active building permits ensure that they have
16 obtained and submitted to the responsible municipal building office the written approval of the
17 property owner authorizing the permittee to have obtained the permit.

18 437. Defendants shall rescind and not enforce the 180-day after construction has
19 ceased expiration provision for building permits that had been issued prior to the date of this
20 Judgment. No such expiration or cancellation policy shall be adopted for any future building
21 permits unless adopted in strict accordance with the requirements of this Judgment.

22 438. Defendants shall treat the issuance of any building permit prior to the entry of this
23 Judgment as representing the right to receive utilities upon submittal of utility applications and
24 payment or arrangements for payment of hookup fees.

25 439. Except upon a showing of good cause to the Court's Monitor for why such
26 treatment is not possible or appropriate, Defendants shall treat each future issuance of a
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1 building permit as representing the right to receive utilities upon submittal of utility
2 applications and payment or arrangements for payment of hookup fees.

3 440. Defendants shall promptly make available to building permit applicants and the
4 relevant owner of any property affected by any such permit any construction or site plans or
5 other public records in their possession regarding the affected property.

6 **Subdivision Issues**

7 441. Defendants shall act cooperatively and expeditiously to review and approve on
8 religiously neutral grounds all subdivision proposals, including those submitted by the UEP and
9 without imposition of unreasonable or unnecessary requirements, procedures or expenses.

10 **General Compliance Issues**

11 442. Defendants shall retain all records relating to or evidencing their compliance with
12 the provisions of this Judgment and shall make those records available to the Monitor or the
13 State of Arizona within ten (10) days after any request for access to such records.

14 443. Within sixty (60) days of entry of this Judgment, Defendants shall implement and
15 execute, and shall permanently maintain, policies for all councils, boards, commissions,
16 departments, committees, officials, employees and contractors requiring full compliance with
17 the federal and Arizona fair housing laws and providing for appropriate discipline through and
18 including termination for noncompliance.

19 444. All of the foregoing policies shall be provided to the State of Arizona through its
20 counsel in this matter immediately upon passage or implementation. Should the State of
21 Arizona contend that the policies are inadequate to comply with the foregoing terms of this
22 Judgment, the State of Arizona shall provide the Defendants with written recommendations for
23 modifications which shall be promptly implemented. If any of the Defendants is unwilling to
24 implement policies as required here the State of Arizona shall promptly report the
25 circumstances to the Court and shall recommend all appropriate judicial actions necessary to
26 fully enforce the terms of this Judgment.
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