

1 Noah D. Sacks (CA BAR #246694)
2 United States Department of Justice
3 Civil Rights Division
4 150 M Street
5 Washington, DC 20530
6 Phone: (202) 598-6366
7 Facsimile: (202) 514-0212
8 E-mail: noah.sacks@usdoj.gov

9 Attorney for the United States

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

14 United States,

15 Plaintiff,

16 v.

17 Town of Colorado City, Arizona, *et al.*,

18 Defendants.

No. 3:12cv8123-SMB

**JOINT MOTION TO TERMINATE
INJUNCTION**

19 Plaintiff, United States of America, and Defendants, Town of Colorado City,
20 Arizona, Hildale, Utah, Twin City Power and Twin City Water Authority, Inc., (collectively
21 “the Parties”) jointly move to terminate the Court’s April 18, 2017 Judgment and Decree
22 Granting Injunctive Relieve (ECF No. 1053) and dismiss this action, pursuant to Federal
23 Rule of Civil Procedure 60. The Parties jointly file this Memorandum of Points and
24 Authorities in support of their Motion and a proposed order.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

25 On June 6, 2012, the United States brought this action pursuant to the Fair Housing
26 Act of 1988, 42 U.S.C. §§ 3601 *et seq* (FHA); Title III of the Civil Rights Act of 1964, 42
27 U.S.C. § 2000b; and 42 U.S.C. § 14141 (recodified as 34 U.S.C. § 12601). The United
28

1 States alleged that the defendants had engaged and continued to engage in a pattern or
2 practice of violating individuals' rights protect by the First, Fourth, and Fourteenth
3 Amendments to the United States Constitution and the laws of the United States. *See* ECF
4 No. 1.

5 After extensive discovery and motion practice, the case went to trial on January 19,
6 2016. *See* ECF No. 838. With respect to the FHA claims, the jury returned a unanimous
7 verdict that the Defendants had engaged in a pattern or practice of violating the FHA by,
8 among other things, "discriminating against non-FLDS individuals in the terms, conditions,
9 or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in
10 connection therewith, because of religion." *See* Injunction, ECF No. 1053 at 3. The jury
11 also awarded damages to six identified victims injured by the FHA violations. *Id.*

12 On March 7, 2016, the jury also issued three advisory verdicts against the
13 Defendants, specifically relating to the actions of the Colorado City Marshal's Office
14 (CCMO), which provides policing services to both Colorado City and Hildale. *Id.* at 4. The
15 jury concluded that CCMO engaged in a pattern or practice in violation of the Establishment
16 Clause of the First Amendment, the Equal Protection Clause of the Fourteenth Amendment,
17 and the Fourth Amendment based on its unreasonable seizures of property and persons, and
18 of arrests made without probable cause. The Court found that the FLDS Church's selection
19 and control of the CCMO, which was entangled with FLDS security, combined with other
20 factors to violate the Establishment Clause. The Court also found that CCMO failed to
21 provide effective police services to, and discriminated against, non-FLDS members in
22 violation of the Equal Protection Clause. Finally, the Court found that CCMO violated the
23 Fourth Amendment based upon evidence at trial that it had arrested non-FLDS members
24 without probable cause. *Id.*

1 On April 18, 2017, the Court issued the Injunction to remedy Defendants’ pattern or
2 practice of violating the FHA and the First, Fourth, and Fourteenth Amendments of the
3 United States Constitution. The Injunction, divided into the “Policing Act Injunction” and
4 the “Fair Housing Act Injunction,” provided for a number of specific actions that the
5 Defendants must take in order to comply with federal civil rights laws, as well as the
6 appointment of a Monitor whose duties include “overseeing implementation of all aspects
7 and terms of this injunction” (ECF No. 1053 at 42) and periodically reporting to the Parties
8 and the Court (Id. at 49). The Injunction was to “remain in effect for ten years or until
9 otherwise ordered by the court.” *Id.* at 51.
10

11 **II. Standard for Termination of the Injunction**

12 Federal Rule of Civil Procedure 60 provides for relief from a judgment, order or
13 proceeding when “the judgment has been satisfied, released, or discharged.” Fed. R. Civ. P.
14 60(b)(5). Termination of an order for injunctive relief is appropriate where a party has
15 substantially complied with its terms, and where any deviation from literal compliance has
16 not defeated an essential purpose. *Jeff D. v. Otter*, 643 F.3d 278, 284 (9th Cir. 2011). To
17 establish that a judgment has been “satisfied” the moving party must show that it
18 “substantially complied” with the decree’s requirements. *See Spangler v. Pasadena City Bd.*
19 *of Ed.*, 611 F.2d 1239, 1240 (9th Cir. 1979) (terminating desegregation injunction after nine
20 years based on demonstrated “substantial compliance with existing valid court orders” and
21 evidence of “continued good faith efforts to comply with the letter and spirit of the law.”);
22 *Frew v. Janek*, 820 F.3d 715, 721 (5th Cir. 2016) (“Defendants can obtain relief . . . by
23 demonstrating ‘substantial compliance.’”).
24
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26 The Court issued the Injunction to remedy the Defendants’ pattern or practice of
27 violating individuals’ rights under the Fair Housing Act, and their pattern or practice of
28 unconstitutional policing in violation of the First, Fourth and Fourteenth Amendments of the

1 United States Constitution. *See* ECF No. 1053 at 2 - 4. As discussed below, Defendants have
2 complied with the substantive terms of the Injunction and the parties agree that conditions in
3 Colorado City and Hildale are significantly improved today.

4 **III. Termination of the Injunction and Dismissal of the Case are Appropriate**

5 Termination of the Injunction before expiration of the 10-year term is appropriate
6 because Defendants have achieved and sustained compliance. Since *at least* May 2020, the
7 Court Monitor and Police Consultant have consistently reported that Defendants are in
8 compliance with the Injunction and increasingly focused attention on improving related
9 practices. The Court's orders have also acknowledged Defendants' compliance and its good
10 faith expanding efforts. *See* May 14, 2020 Order, ECF No. 1187 at 1 (Defendants "remain in
11 compliance with the court's judgment and decree"); Nov. 5, 2021 Order, ECF No. 1205 at 1
12 (noting "it is increasingly clear that [Defendants] are ready and perhaps willing to move
13 beyond technical compliance"); May 12, 2022 Order, ECF No. 1209 at 1, (recognizing that
14 Defendants are "moving past technical compliance in the direction of openness and trust
15 between residents and city officials and marshals."); November 4, 2022 Order, ECF No.
16 1212 at 3 ("The communities are in compliance with the Fair Housing Act requirements of
17 the court's injunction and judgment."); May 8, 2024 Order, ECF 1124 ("The reports reflect
18 good compliance with the court's Judgment and Decree; and the court again compliments
19 the Defendant Cities and their officials as to their ongoing efforts to bring the Defendant
20 Cities into the mainstream of rural America.").

21 Defendants have successfully maintained court-ordered reforms with only minor and
22 temporary deviations. Their efforts are described more fully below.

23 **a. Defendants Have Demonstrated Compliance With the Fair Housing Act** 24 **Injunction**

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1 The FHA Injunction ordered Defendants not to engage in any conduct that violates
2 the FHA and required them to take the following specific actions:

- 3 1. Approve and record a subdivision plat;
- 4 2. Adopt building department policies and procedures;
- 5 3. Amend their water service regulations;
- 6 4. Adopt and apply procedures for a Culinary Water Impact Fee;
- 7 5. Develop publicly accessible municipal websites and post information about
8 municipal policies, procedures, and official meetings on the website;
- 9 6. Attend training on the FHA and requirements of the Injunction;
- 10 7. Cooperate with the Court appointed monitor regarding compliance with the
11 Injunction; and
- 12 8. Maintain and preserve records regarding compliance with the Injunction.

13
14 Beginning in 2017, Defendants took steps to comply with the FHA Injunction. In
15 August 2017, the Defendants adopted building department policies and procedures. *See*
16 November 2017 Monitor Report, ECF 1147 at 2-3. In September 2017, Defendants recorded
17 the subdivision plat and also amended their water service regulations. *See Id.* at 2, 4-5. As
18 reflected in the Monitor's November 2017 Report, the Defendants also developed websites
19 and began posting the required information and documents on their websites. *Id.* at 6-7.
20 They also began attending the required FHA training in September 2017. *Id.* 7-8. By
21 November 2018, the Defendants had adopted and implemented a Culinary Water Impact Fee
22 and were in compliance with all requirements of the FHA Injunction. *See* November 2018
23 Monitor Report, ECF 1165-1 at 1-2.

24
25 Since November 2018, the Defendants have been in substantial compliance with the
26 FHA Injunction. *See e.g.*, November 2019 Monitor Report, ECF 1182; November 2020
27 Monitor Report, ECF 1192; November 2023 Monitor Report, ECF 1219; November 2024
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1 Monitor Report, ECF No. 1226, at 8-12. Although there have been occasional minor issues
2 (e.g. failure to post certain meeting minutes on the website) such issues were timely
3 corrected when the Defendants were notified of the problem. The United States verified
4 compliance with the FHA injunction during a November 2022 compliance visit.

5 **b. Defendants Have Demonstrated Compliance With the Policing Act**
6 **Injunction**

7 The Policing Act Injunction ordered Defendants not to engage in further
8 unconstitutional conduct and required them to take the following specific actions:

- 9 1. Engage the services of a professional policing consultant (Consultant) to
10 assist in developing new policies and procedures for hiring officers and
11 restructuring CCMO;
12
- 13 2. Hire two additional police officers;
- 14 3. Implement new internal affairs policies that would specifically exclude the
15 managers and representatives of the councils of Colorado City and Hildale
16 City from being involved in internal investigations;
17
- 18 4. Review and revise all policies in consultation with the Consultant;
- 19 5. Implement a body-worn camera pilot program and policies for their use;
- 20 6. Provide annual training on the First, Fourth, and Fourteenth Amendments
21 delivered by a qualified third person or organization;
- 22 7. Improve cooperation with the local county sheriffs; and
- 23 8. Hire a Mentor for the Chief Marshal, from a nationally recognized police
24 organization, to meet monthly and advise on the Chief Marshal's job
25 performance.
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Defendants complied with all these requirements by May 2020 and have been in substantial compliance since then. *See* ECF No. 1186 at 1; ECF 1192; ECF 1219; ECF No. 1226.

IV. Conclusion

For the past five years, the Court Monitor and Police Consultant have consistently reported and the Court has found that that Defendants are in compliance with the requirements of the Injunction, demonstrating the permanence of the reforms and elimination of underlying pattern or practice of violations of individuals' rights. Accordingly, the Court should grant the Parties' Joint Motion to Terminate the Injunction and dismiss this case with prejudice.

Dated: July 1, 2025

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

MICHAEL E. GATES
Deputy Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section

ANDREW DARLINGTON
Acting Chief
Special Litigation Section

/s/ Noah D. Sacks

LAURA L. COWALL

AMIE S. MURPHY

Deputy Chiefs

NOAH D. SACKS

JEFFREY R. MURRAY

Trial Attorneys

Civil Rights Division

U.S. Department of Justice

4 Constitution Square

1 150 M St., NE, Suite 800
2 Washington, D.C. 20530
3 Tel: (202) 598-6366
4 noah.sacks@usdoj.gov

5
6 Attorneys for Plaintiff United States of
7 America

8 /s/ Jeffrey C. Matura
9 Jeffrey C. Matura
10 Barrett & Matura, P.C.
11 8925 East Pima Center Parkway, Suite 215
12 Scottsdale, Arizona 85258
13 Direct: 602-792-5721
14 Fax: 602-792-5710
15 E-Mail: jmatura@barrettmatura.com

16 Attorney for Colorado City

17 /s/ Shawn M. Guzman
18 Shawn Guzman
19 Hildale City Attorney
20 320 East Newell Ave.
21 Hildale, UT 84784
22 (435) 703-3333
23 shawnguzman00@gmail.com

24 Attorney for Hildale City
25
26
27
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CERTIFICATE OF SERVICE

I certify that on July 1, 2025, I caused a copy of the foregoing Joint Motion to Terminate Injunction to be sent via the Court's ECF system to all parties or record.

s/ Noah D. Sacks
NOAH D. SACKS
Attorney for the United States

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

United States,

Plaintiff,

v.

Town of Colorado City, Arizona, *et al.*,

Defendants.

No. 3:12cv8123-SMB

ORDER

This matter is before the Court pursuant to the Joint Motion to Terminate the Injunction (ECF No. 1228). Having reviewed the Motion, and being otherwise advised on the premises, the Court finds that the Motion is well-taken and shall be granted.

IT IS ORDERED that this matter be dismissed with prejudice.

Dated:

UNITED STATES DISTRICT JUDGE