

STATE OF WASHINGTON,
Plaintiff,

COMPLAINT

ALPHA OMICRON PI
FRATERNITY, INC.; ALPHA
OMICRON PI PROPERTIES, INC.;
UPSILON OF ALPHA OMICRON PI.

I. INTRODUCTION

1.2 AOII's actions violated the Governor Inslee's Emergency Proclamations 20-19.1, 20-19.2, 20-19.3, 20-19.4, and 20-19.5, the moratorium on evictions and related housing practices, which was issued as a necessary measure to help preserve and maintain life, health,

1 property, or the public peace during the coronavirus disease 2019 (COVID-19) pandemic. AOII
2 has further engaged in unfair or deceptive business practices in violation of the Consumer
3 Protection Act, RCW 19.86.

4 **1.3** The State brings this action to enforce the Governor’s Emergency Proclamations,
5 to prevent and remedy violations of the Consumer Protection Act, and vindicate the public
6 interest.

7 **II. JURISDICTION AND VENUE**

8 **2.1** The State brings this action to enforce Emergency Proclamations 20-19.1 through
9 20-19.5, issued pursuant to RCW 43.06.220(1)(h), and the Consumer Protection Act’s
10 prohibition of unfair or deceptive acts or practices in the conduct of any trade or commerce,
11 RCW 19.86.020. The Court has jurisdiction under these statutes as well as RCW 2.08.010 and
12 RCW 7.24.010.

13 **2.2** Venue is proper in King County pursuant to RCW 4.12.020 and RCW 4.12.025.

14 **III. PARTIES**

15 **3.1** Plaintiff is the State of Washington.

16 **3.2** The Attorney General is authorized to commence this action pursuant to
17 RCW 43.10.030(1) and RCW 19.86.080(1).

18 **3.3** Defendant Alpha Omicron Pi Fraternity, Inc. is a foreign nonprofit corporation
19 and social fraternity based in Brentwood, Tennessee. It has over 200 collegiate members, and
20 the Upsilon Chapter is based at the University of Washington in Seattle, Washington. Alpha
21 Omicron Pi Fraternity, Inc. refers to its University of Washington chapter as a “sorority,” and to
22 the members as “sisters.”

23 **3.4** Defendant Alpha Omicron Pi Properties, Inc. is a wholly owned subsidiary of
24 Alpha Omicron Pi Fraternity, Inc., engages in the coordinated management of the parent
25 company’s real property interests, and owns the Upsilon Chapter’s house on “Greek Row” near
26 the University of Washington.

1 **4.4** On June 2, 2020, Governor Inslee issued Emergency Proclamation 20-19.2, titled
2 “Evictions and Related Housing Practices,” to extend Proclamation 20-19.1 and continue to
3 preserve and maintain life, health, property or the public peace. A copy of Emergency
4 Proclamation 20-19.2 is attached as Exhibit 4.

5 **4.5** On July 24, 2020, Governor Inslee issued Emergency Proclamation 20-19.3,
6 titled “Evictions and Related Housing Practices,” to extend Proclamation 20-19.2 and continue
7 to preserve and maintain life, health, property or the public peace. A copy of Emergency
8 Proclamation 20-19.3 is attached as Exhibit 5.

9 **4.6** On October 14, 2020, Governor Jay Inslee issued Emergency Proclamation
10 20-19.4, titled “Evictions and Related Housing Practices,” to extend Proclamation 20-19.3 and
11 continue to preserve and maintain life, health, property or the public peace. A copy of Emergency
12 Proclamation 20-19.4 is attached as Exhibit 6.

13 **4.7** On December 31, 2020, Governor Jay Inslee issued Emergency Proclamation
14 20-19.5, titled “Evictions and Related Housing Practices,” to extend Proclamation 20-19.4 and
15 continue to preserve and maintain life, health, property or the public peace. A copy of Emergency
16 Proclamation 20-19.5 is attached as Exhibit 7.

17 **4.8** At all times relevant to this complaint, Emergency Proclamations 20-05, 20-19,
18 20-19.1, 20-19.2, 20-19.3, 20-19.4, and 20-19.5 were in effect, and had each received a
19 significant level of news coverage in every county in Washington, including King County where
20 AOII does business.

21 **B. AOII’s Conduct**

22 **4.9** AOII is a Tennessee-based social fraternity with members at over 200 collegiate
23 chapters. According to its website, AOII has over 196,000 initiated members.

24 **4.10** AOII owns and maintains an Upsilon chapter house on Greek Row near the
25 University of Washington campus, located at 1906 NE 45th Street in Seattle, Washington.
26

1 **4.11** The chapter house has a maximum occupancy of approximately 80 students. The
2 sleeping accommodations in the house are comprised of a “porch room,” which is a large, open
3 room with approximately 26 bunk beds, and several other suites designed for groups of four to
4 eight members.

5 **4.12** While members are not required to live in the chapter house, many members
6 choose to reside there for at least some portion of their college tenure.

7 **4.13** In February 2020, before the onset of the COVID-19 pandemic, chapter members
8 signed a “Housing Agreement” covering the 2020 – 2021 academic year. As part of the
9 agreement, members living “In-House” were entitled to residence and meals at the chapter house,
10 and were charged \$12,177 as a “Housing Fee.” “Out-of-House” members were entitled to food
11 and non-residential use of the chapter house at cost of \$1,334, and this charge was characterized
12 as a “Development Fee.” The 2020 – 2021 Housing Agreement is attached as Exhibit 8.

13 **4.14** Although AOII’s Housing Agreement disclaims intent to create a
14 “landlord-tenant relationship,” it bears many hallmarks a traditional residential lease. The
15 Housing Agreement creates a contract relationship for a specific term, requires a “security
16 deposit,” imposes fees for late payments, and has a series of terms regulating waste, property
17 damage, overnight guests, smoking, appliances, pets, weapons, and use of drugs and alcohol.

18 **4.15** At the onset of the COVID-19 public health emergency, AOII drastically reduced
19 the chapter house’s occupancy during the Spring 2020 Quarter, which ran from approximately
20 mid-March to June 2020. Students whose circumstances made it difficult to find alternate
21 housing on short notice were prioritized, and ultimately, ten members lived in the house for the
22 Spring 2020 Quarter. AOII reduced by one month’s charge the Housing Fee for the “In-House”
23 members who did not live in the chapter house during the Spring 2020 Quarter.

24 **4.16** In response to the ongoing COVID-19 pandemic, in September 2020 Upsilon
25 chapter members voted via an online poll to close the chapter house for the 2020 – 2021
26 academic year. Prior to closure, AOII gave chapter members several options to vote on, including

1 keeping the chapter house's capacity at 56 members, reducing capacity to 30 members, reducing
2 capacity to 20 members, and closing the house completely. Members understood that closing the
3 chapter house would be the cheapest option for most members. Even the cheapest option,
4 however, purported to require members to pay several thousand dollars in "Room and Board"
5 charges, in addition to their Upsilon chapter and International Headquarters dues. The Upsilon
6 chapter announced the results of the poll via Facebook. A copy of the "Upsilon Chapter Financial
7 Responsibilities 2020 – 2021 Housing Options," a document that was sent to the chapter in
8 advance of the online poll, is attached as Exhibit 9.

9 **4.17** Following the online poll, in September 2020, AOII asked members to sign a
10 "Housing Agreement Addendum," which required them to pay \$6,250 as an "Adjusted Across
11 the Board Cost for 2020 – 2021" which was now re-characterized from a "Housing Fee" to a
12 "Development Fee." Members were given the option in the Addendum to make a single payment
13 or pay in installments, but the Addendum noted that if members did not sign the document by
14 September 15, 2020, AOII would bill their accounts on a monthly basis. A copy of the "Housing
15 Agreement Addendum" is attached as Exhibit 10.

16 **4.18** Despite being unable to access the chapter house during the 2020 – 2021
17 academic year, members have been charged \$6,250 as a Development Fee via BillHighway.com,
18 a web service that AOII uses to bill members.

19 **4.19** Members who had not made payments have been charged late fees for each month
20 they have not paid, in amounts varying from \$3.18 per month to \$37.50 per month. These fees
21 are added on to the total amount that AOII asserts they owe. One member accumulated over
22 \$98.70 in purported late fees during the Fall 2020 Quarter alone.

23 **4.20** AOII's BillHighway.com invoices further contain language that threaten any
24 member who does not pay with membership probation, suspension, and referral to collections.
25 For example, an invoice received by a member on November 12, 2020, threatened that the
26 member would "be responsible for late fees incurred, and you may face other consequences

1 including International Probation, Member Suspension, and your account being sent to
2 collections.” That invoice is attached as Exhibit 11.

3 **4.21** After receiving several complaints from members concerning AOII’s housing
4 charges, late fees, and threats of membership suspension and referral to collections, the Attorney
5 General of Washington sent AOII a letter on November 2, 2020, requesting, among other things,
6 that it rescind all actions threatening to assess charges related to the chapter house for each
7 member whose occupancy was prevented due to COVID-19 and reimburse all members for
8 payments made related to the chapter house for any duration that members’ occupancy was
9 prevented due to COVID-19.

10 **4.22** Instead of issuing the requested notices and refunds to members, AOII continued
11 to charge members for housing costs and late fees via the BillHighway.com website. AOII
12 continued to include language in its bills threatening membership suspension and collection
13 referrals for members who did not pay.

14 **4.23** AOII’s conduct has had an immediate impact on Washingtonians in ways that
15 Emergency Proclamation 20-19 was explicitly meant to prevent. Upsilon chapter members, who
16 are students at the University of Washington, had to scramble to find alternate housing for the
17 2020 – 2021 academic year. While some members were able to reside with family members,
18 other students had to secure their own housing in the high-cost Seattle-area. Some members have
19 had to choose between paying market-rate rent and paying the housing costs and fees demanded
20 by AOII.

21 **4.24** At least one member believes that she has been removed from the AOII rolls as a
22 result of her failure to pay the chapter house fee. She found it difficult to afford both AOII’s fees
23 and her other living expenses for the 2020 – 2021 academic year. AOII’s actions have cost this
24 student her membership in a sorority that she devoted many hours to throughout her college
25 career.
26

4.25 Another student voluntarily relinquished her AOII membership following repeated attempts to collect housing fees during the COVID-19 pandemic. This student, who had been an AOII member for several years, reported that AOII's actions, particularly the threats to send her account to collections, took a toll on her mental and emotional health as she attempted to focus on her academic responsibilities and navigate the challenges of the pandemic.

4.26 AOII's unlawful conduct has caused harm to young, vulnerable Washington residents during a time of unprecedented health and economic turmoil. The State now brings this action to stop AOII's ongoing violations, prevent them from recurring, and remedy the harm caused to date.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of Emergency Proclamation 20-19.1 and all extensions thereof)

5.1 The State incorporates the allegations set forth above as if fully set forth here.

5.2 Emergency Proclamation 20-19.1, and all extensions thereof, prohibit residential landlords, property owners, and property managers from assessing rent or other charges related to a dwelling for any period during which the resident’s access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak. Emergency Proclamation 20-19.1 was issued on April 16, 2020, and the most recent extension, Proclamation 20-19.5, will be in effect until March 31, 2021.

5.3 During the effective period of the Proclamations above, AOII charged members rent and other charges related to the chapter house, despite members' access to and occupancy of the dwelling being prevented by the COVID-19 outbreak. These charges constitute direct violations of Proclamations 20-19.1 through 20-19.5.

5.4 AOII's actions violate the public interest and the Governor's determination that such actions threaten life, health, property or the public peace during a duly declared State of Emergency.

(Violation of Emergency Proclamation 20-19.1 and all extensions thereof)

5.6 Emergency Proclamation 20-19.1, and all extensions thereof, prohibit residential landlords, property owners, and property managers from assessing late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a residence, where such non-payment or late payment occurred on or after February 29, 2020. The most recent extension of Emergency Proclamation 20-19.1 was issued on April 16, 2020, and the most recent extension, Proclamation 20-19.5, will be in effect until March 31, 2021.

5.8 AOII's actions violate the public interest and the Governor's determination that such actions threaten life, health, property or the public peace during a duly declared State of Emergency.

(Consumer Protection Act—Violation of Emergency Proclamation)

5.11 AOII committed unfair or deceptive conduct in trade or commerce by violating Emergency Proclamations 20-19.1 through 20-19.5 despite contemporaneous knowledge that a gubernatorial proclamation was in effect in Washington that prevented AOII from charging housing costs and fees for the chapter house, including late fees.

1 **5.12** AOII's actions are not reasonable in relation to the development or preservation
2 of business and are inconsistent with the public interest.

3 **FOURTH CAUSE OF ACTION**

4 **(Consumer Protection Act—Unfair and Deceptive Pressure Tactics)**

5 **5.13** The State incorporates the allegations set forth above as if fully set forth here.

6 **5.14** Unfair or deceptive acts or practices in the course of any trade or commerce are
7 unlawful under the Consumer Protection Act. RCW 19.86.020.

8 **5.15** AOII committed unfair or deceptive conduct in trade or commerce by engaging
9 in tactics designed to pressure members to pay housing charges and late fees that were
10 unreasonable, misleading, misrepresented members' rights, and were unfair in light of the
11 ongoing public health and economic emergency.

12 **5.16** AOII's actions are not reasonable in relation to the development or preservation
13 of business and are inconsistent with the public interest.

14 **VI. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff State of Washington prays that the Court:

16 **6.1** Adjudge and decree that AOII has engaged in the conduct complained of herein.

17 **6.2** Adjudge and decree that AOII's conduct violates Emergency Proclamation
18 20-19.1 and each extension thereof, and the Consumer Protection Act, RCW 19.86.020.

19 **6.3** Issue a permanent injunction enjoining and restraining AOII, and its
20 representatives, successors, assigns, officers, agents, servants, employees, and all other persons
21 acting or claiming to act for, on behalf of, or in active concert or participation with AOII, from
22 engaging in the unlawful conduct complained of herein.

23 **6.4** Impose a civil penalty of up to \$2,000 for each violation of the Consumer
24 Protection Act pursuant to RCW 19.86.140.

1 **6.5** Enter such orders or judgments pursuant to RCW 19.86.080(2) as it deems
2 appropriate to provide for equitable relief to Washington residents as a result of the conduct
3 complained of, including, but not limited to, restitution.

4 **6.6** Make such orders pursuant to RCW 19.86.080 to provide the State recovery from
5 AOII for the cost of this action, including reasonable attorneys' fees.

6 **6.7** Award such other relief as the Court may deem just and proper.
7

8 DATED this 25th day of January, 2021.

9 Respectfully Submitted,

10 ROBERT W. FERGUSON
11 Attorney General

12 

13 ASHLEY MCDOWELL, WSBA #56404

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15 Assistant Attorneys General

16 Office of the Attorney General

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PROCLAMATION 20-05

EXHIBIT 1



PROCLAMATION BY THE GOVERNOR

20-05

WHEREAS, On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since that time worked to identify, contact, and test others in Washington State potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high”, and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020; and

WHEREAS, The CDC currently indicates there are 85,688 confirmed cases of COVID-19 worldwide with 66 of those cases in the United States, and the Washington State Department of Health has now confirmed localized person-to-person spread of COVID-19 in Washington State, significantly increasing the risk of exposure and infection to Washington State’s general public and creating an extreme public health risk that may spread quickly; and

WHEREAS, The Washington State Department of Health has instituted a Public Health Incident Management Team to manage the public health aspects of the incident; and

WHEREAS, The Washington State Military Department, State Emergency Operations Center, is coordinating resources across state government to support the Department of Health and local officials in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Washington State Department of Health; and

WHEREAS, The worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Washington State significantly impacts the life and health of our people, as well as the economy of Washington State, and is a public disaster that affects life, health, property or the public peace.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington, and direct the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented. State agencies and departments are directed to utilize state resources and to do everything reasonably possible to assist affected political subdivisions in an effort to respond to and recover from the outbreak.

As a result of this event, I also hereby order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

Signed and sealed with the official seal of the state of Washington this 29th day of February, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

BY THE GOVERNOR:

/s/
Secretary of State

PROCLAMATION 20-19

EXHIBIT 2



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • www.governor.wa.gov

**PROCLAMATION BY THE GOVERNOR
AMENDING PROCLAMATION 20-05**

**20-19
Evictions**

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06, 20-07, 20-08, 20-09, 20-10, 20-11, 20-12, 20-13, 20-14, 20-15, 20-16, 20-17, and 20-18, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is expected to cause a sustained global economic slowdown, which is anticipated to cause an economic downturn throughout Washington State with layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our state's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many in our workforce expect to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health, and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer) and RCW 59.18 (Residential Landlord Tenant Act) tenants seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, the Washington State Legislature has established a housing assistance program in Chapter 43.185 RCW pursuant to its findings in RCW 43.185.010 "that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs"; and

WHEREAS, a temporary moratorium on evictions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remain a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health (DOH) continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the DOH and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the DOH in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a state of emergency continues to exist in all counties of Washington State, that Proclamations 20-05 and all amendments thereto remain in effect, and that Proclamation 20-05 is amended to temporarily prohibit residential evictions statewide until April 17, 2020, as provide herein.

I again direct that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the Washington State Comprehensive Emergency Management Plan and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the DOH, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, effective immediately and until April 17, 2020, I hereby prohibit the following activities related to residential evictions by all residential landlords operating residential rental property in Washington State:

1. Residential landlords are prohibited from serving a notice of unlawful detainer for default payment of rent related to such property under RCW 59.12.030(3).
2. Residential landlords are prohibited from issuing a 20-day notice for unlawful detainer related to such property under RCW 59.12.030(2), unless the landlord attaches an affidavit attesting that the action is believed necessary to ensure the health and safety of the tenant or other individuals.

3. Residential landlords are prohibited from initiating judicial action seeking a writ of restitution involving a dwelling unit if the alleged basis for the writ is the failure of the tenant or tenants to timely pay rent. This prohibition includes, but is not limited to, an action under Chapters 59.12 or RCW 59.18 RCW.
4. Local law enforcement is prohibited from serving or otherwise acting on eviction orders that are issued solely for default payment of rent related to such property. Nothing in this Proclamation is intended to prohibit local law enforcement from acting on orders of eviction issued for other reasons, including but not limited to waste, nuisance or commission of a crime on the premises.

Terminology used in these prohibitions shall have the meaning attributed in Chapter 59.18 RCW.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 18th day of March, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

BY THE GOVERNOR:

/s/
Secretary of State

PROCLAMATION 20-19.1

EXHIBIT 3



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

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**PROCLAMATION BY THE GOVERNOR
AMENDING PROCLAMATIONS 20-05 AND 20-19**

**20-19.1
Evictions**

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-50 exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our state's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, on March 20, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-607, and ordered that all non-emergency civil matters shall be continued until after April 24, 2020, except such motions, actions on agreed orders, conferences or other proceedings as can appropriately be conducted without requiring in-person attendance; and

WHEREAS, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

WHEREAS, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who lawfully occupy or reside in less traditional dwelling situations that may or may not be documented in a lease, including, but not limited to, roommates who share a home; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; and camping areas; and

WHEREAS, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities or employment in essential business services, and promote public health and safety by reducing the progression of COVID-19 in Washington State; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remain a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05 and 20-19 are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until June 4, 2020, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, effective immediately and until June 4, 2020, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this Proclamation. This prohibition applies unless the landlord, property owner, or property manager attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health or safety of others created by the resident.

- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders or agreements to vacate involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health or safety of others created by the resident.
- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the eviction order clearly states that it was issued based on a court's finding that the individual(s) named in the eviction order is creating a significant and immediate risk to the health or safety of others.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident.**
- Landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent or the amount of any deposit for any dwelling or parcel of land occupied as a dwelling. This prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was not deemed essential pursuant to Proclamation 20-25 or otherwise lost staff or customers due to the COVID-19 outbreak.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a “significant and immediate risk to the health or safety of others created by the resident” (a) is one that is described with particularity, and cannot be established on the basis of the resident’s own health condition or disability; and (b) excludes residents who may have been exposed to, or may have contracted, the COVID-19, or who are following Department of Health guidelines regarding isolation or quarantine.

FURTHERMORE, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our state. To that end, this order further acknowledges, applauds, and reflects gratitude for the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

ADDITIONALLY, I strongly encourage every tenant to pay what they can, as soon as they can, to help support the landlords, property owners, and property managers who are supporting them through this crisis.

Violators of this of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 16th day of April, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

_____/s/_____
Jay Inslee, Governor

BY THE GOVERNOR:

_____/s/_____
Secretary of State

PROCLAMATION 20-19.2

EXHIBIT 4



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

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**PROCLAMATION BY THE GOVERNOR
EXTENDING AND AMENDING 20-05, 20-19, and 20-19.1**

20-19.2

Evictions and Related Housing Practices

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-53 and 20-55 through 20-57, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our state's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, on May 28, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-625 and ordered that courts should begin to hear non-emergency civil matters. While appropriate and essential to the operation of our state justice system, the reopening of courts could lead to a wave of new eviction filings, hearings, and trials that risk overwhelming courts and resulting in a surge in eviction orders and corresponding housing loss statewide; and

WHEREAS, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

WHEREAS, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; and camping areas; and

WHEREAS, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities or employment in essential business services, and promote public health and safety by reducing the progression of COVID-19 in Washington State; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05, 20-19, and 20-19.1 are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until 11:59 p.m. on August 1, 2020, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout state government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, effective immediately and until 11:59 p.m. on August 1, 2020, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this Proclamation. This prohibition applies unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) provides at least 60 days' written notice of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.
- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) shows that at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.
- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the

eviction order clearly states that it was issued based on a court's finding that (a) the individual(s) named in the eviction order is creating a significant and immediate risk to the health, safety, or property of others; or (b) at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.

- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, and during the State of Emergency proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident; failure to provide a reasonable re-payment plan shall be a defense to any lawsuit or other attempts to collect.**
- Landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling, parcel of land occupied as a dwelling. Except as provided below, this prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was deemed non-essential pursuant to Proclamation 20-25 or otherwise lost staff or customers due to the COVID-19 outbreak. This prohibition does not apply to commercial rental property if rent increases were included in an existing lease agreement that was executed prior to February 29, 2020 (pre-COVID-19 state of emergency).
- Landlords, property owners, and property managers are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 20-19, 20-19.1, 20-19.2, or any other state or federal law providing rights or protections for residential dwellings. Nothing in this order prevents a landlord from seeking to engage in reasonable communications with tenants to explore re-payment plans in accordance with this order.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a “significant and immediate risk to the health, safety, or property of others created by the resident” (a) is one that is described with particularity, and cannot be established on the basis of the resident’s own health condition or disability; (b) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (c) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

FURTHERMORE, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our State. To that end, this order further acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

ADDITIONALLY, I want to thank the vast majority of tenants who have continued to pay what they can, as soon as they can, to help support the people and the system that are supporting them through this crisis. The intent of Proclamation 20-19, and all amendments and extensions thereto, is to provide relief to those individuals who have been impacted by the COVID-19 crisis. I strongly encourage landlords and tenants to communicate in good faith with one another, and to work together, on the timing and terms of payment and repayment solutions that all parties will need in order to overcome the severe challenges that COVID-19 has imposed for landlords and tenants alike.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 2nd day of June, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

_____/s/
Jay Inslee, Governor

BY THE GOVERNOR:

_____/s/
Secretary of State

PROCLAMATION 20-19.3

EXHIBIT 5

JAY INSLEE
Governor



STATE OF WASHINGTON

OFFICE OF THE GOVERNOR

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PROCLAMATION BY THE GOVERNOR EXTENDING AND AMENDING PROCLAMATIONS 20-05 AND 20-19, et seq.

20-19.3

Evictions and Related Housing Practices

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued amendatory Proclamations 20-06 through 20-53 and 20-55 through 20-63, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our state's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, on May 29, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-626, and ordered that courts should begin to hear non-emergency civil matters. While appropriate and essential to the operation of our state justice system, the reopening of courts could lead to a wave of new eviction filings, hearings, and trials that risk overwhelming courts and resulting in a surge in eviction orders and corresponding housing loss statewide; and

WHEREAS, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

WHEREAS, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; and camping areas; and

WHEREAS, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities, employment in essential business services, or otherwise engaged in permissible activities, and will promote public health and safety by reducing the progression of COVID-19 in Washington State; and

WHEREAS, when I issued Proclamation 20-19.2 on June 2, 2020, the Department of Health indicated there were approximately 22,157 cases of COVID-19 in Washington State with 1,129 deaths; and now, as of July 23, 2020, there are 50,009 cases and 1,482 deaths, demonstrating the ongoing, present threat of this lethal disease; and

WHEREAS, I issued Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (Stay Home – Stay Healthy), and I subsequently issued Proclamation 20-25.4 (“Safe Start – Stay Healthy” County-By-County Phased Reopening), wherein I amended and transitioned the previous proclamations’ “Stay Home – Stay Healthy” requirements to “Safe Start – Stay Healthy” requirements, prohibiting all people in Washington State from leaving their homes except under certain circumstances and limitations based on a phased reopening of counties as established in Proclamation 20-25.4, et seq., and according to the phase each county was subsequently assigned by the Secretary of Health; and

WHEREAS, when I issued Proclamation 20-25.4 on May 31, 2020, I ordered that, beginning on June 1, 2020, counties would be allowed to apply to the Department of Health to move forward to the next phase of reopening more business and other activities; and by July 2, 2020, a total of five counties were approved to move to a modified version of Phase 1, 17 counties were in Phase 2, and 17 counties were in Phase 3; and

WHEREAS, on July 2, 2020, due to increased COVID-19 infection rates across the state, I ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place while I work with the Department of Health and other epidemiological experts to determine appropriate strategies to mitigate the recent increased spread of the virus, and those strategies may include dialing back business and other activities; and

WHEREAS, on July 23, 2020, in response to the statewide increased rates of infection, hospitalizations, and deaths, I announced an expansion of the Department of Health’s face covering requirements and several restrictions on activities where people tend to congregate; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continue to threaten the life and health of our people as well as the economy of Washington State, and remain a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health (DOH) continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05 and 20-19, et seq., are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until 11:59 p.m. on October 15, 2020, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, effective immediately and until 11:59 p.m. on October 15, 2020, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this Proclamation. This prohibition applies unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) provides at least 60 days' written notice of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.
- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager (a) attaches an affidavit attesting that the action is necessary to respond

to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) shows that at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property.

- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the eviction order clearly states that it was issued based on a court's finding that (a) the individual(s) named in the eviction order is creating a significant and immediate risk to the health, safety, or property of others; or (b) at least 60 days' written notice were provided of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property. Local law enforcement may serve or otherwise act on eviction orders, including writs of restitution, that contain the findings required by this paragraph.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, and during the State of Emergency proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident; failure to provide a reasonable re-payment plan shall be a defense to any lawsuit or other attempts to collect.**
- Landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling or parcel of land occupied as a dwelling. Except as provided below, this prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was deemed non-essential pursuant to Proclamation 20-25 or otherwise lost staff or customers

due to the COVID-19 outbreak. This prohibition does not apply to commercial rental property if rent increases were included in an existing lease agreement that was executed prior to February 29, 2020 (pre-COVID-19 state of emergency).

- Landlords, property owners, and property managers are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Nothing in this order prevents a landlord from seeking to engage in reasonable communications with tenants to explore re-payment plans in accordance with this order.
- The preceding prohibitions do not apply to operators of facilities licensed or certified by the Department of Social and Health Services to prevent them from taking action to transfer or discharge a resident for health or safety reasons in accordance with the laws and rules that apply to those facilities.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a “significant and immediate risk to the health, safety, or property of others created by the resident” (a) is one that is described with particularity, and cannot be established on the basis of the resident’s own health condition or disability; (b) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (c) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

FURTHERMORE, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our state. To that end, this order further acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

ADDITIONALLY, I want to thank the vast majority of tenants who have continued to pay what they can, as soon as they can, to help support the people and the system that are supporting them through this crisis. The intent of Proclamation 20-19, et seq., is to provide relief to those individuals who have been impacted by the COVID-19 crisis. Landlords and tenants are expected to communicate in good faith with one another, and to work together, on the timing and terms of payment and repayment solutions that all parties will need in order to overcome the severe challenges that COVID-19 has imposed for landlords and tenants alike. I strongly encourage landlords and tenants to avail themselves of the services offered at existing dispute resolution centers to come to agreement on payment and repayment solutions.

ADDITIONALLY, to inform any future changes to this order in the short-term and the long-term, if an additional extension is necessary, I direct my executive senior policy advisors who have expertise in housing issues to convene an informal workgroup with stakeholders and legislators no later than September 15, 2020. The workgroup will discuss a broad range of issues, including, but not limited to, potentially authorizing rent rate increases.

MOREOVER, as Washington State begins to emerge from the current public health and economic crises, I recognize that courts, tenants, landlords, property owners, and property managers may desire additional direction concerning the specific parameters for reasonable repayment plans related to outstanding rent or fees. This is best addressed by legislation, and I invite the state Legislature to produce legislation as early as possible during their next session to address this issue. I stand ready to partner with our legislators as necessary and appropriate to ensure that the needed framework is passed into law.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 24th day of July, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

BY THE GOVERNOR:

/s/
Secretary of State

PROCLAMATION 20-19.4

EXHIBIT 6



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • www.governor.wa.gov

**PROCLAMATION BY THE GOVERNOR
EXTENDING AND AMENDING 20-05, 20-19, et seq.**

20-19.4

Evictions and Related Housing Practices

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued several amendatory proclamations, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our State's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, on May 29, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-626, and ordered that courts should begin to hear non-emergency civil matters. While appropriate and essential to the operation of our state justice system, the reopening of courts could lead to a wave of new eviction filings, hearings, and trials that risk overwhelming courts and resulting in a surge in eviction orders and corresponding housing loss statewide; and

WHEREAS, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

WHEREAS, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnbs”; motor homes; RVs; and camping areas; and

WHEREAS, due to the impacts of the pandemic, individuals and families have had to move in with friends or family, and college students have had to return to their parents’ home, for example, and such residents should be protected from eviction even though they are not documented in a lease. However, this order is not intended to permit occupants introduced into a dwelling who are not listed on the lease to remain or hold over after the tenant(s) of record permanently vacate the dwelling (“holdover occupant”), unless the landlord, property owner, or property manager (collectively, “landlord”) has accepted partial or full payment of rent, including payment in the form of labor, from the holdover occupant, or has formally or informally acknowledged the existence of a landlord-tenant relationship with the holdover occupant; and

WHEREAS, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, hundreds of thousands of tenants in Washington are unable to pay their rent, reflecting the continued financial precariousness of many in the state. According to the unemployment information from the Washington State Employment Security Department website as of October 7, 2020, current data show there are more than six times as many people claiming unemployment benefits in Washington than there were a year ago, and almost 100,000 more people claiming unemployment benefits than at the peak of the Great Recession; and

WHEREAS, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities, employment in essential business services, or otherwise engaged in permissible activities, and will promote public health and safety by reducing the progression of COVID-19 in Washington State; and

WHEREAS, I issued Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (Stay Home – Stay Healthy), and I subsequently issued Proclamation 20-25.4 (“Safe Start – Stay Healthy” County-By-County Phased Reopening), wherein I amended and transitioned the previous proclamations’ “Stay Home – Stay Healthy” requirements to “Safe Start – Stay Healthy” requirements, prohibiting all people in Washington State from leaving their homes except under certain circumstances and limitations based on a phased reopening of counties as established in Proclamation 20-25.4, et seq., and according to the phase each county was subsequently assigned by the Secretary of Health; and

WHEREAS, when I issued Proclamation 20-25.4 on May 31, 2020, I ordered that, beginning on June 1, 2020, counties would be allowed to apply to the Department of Health to move forward to the next phase of reopening more business and other activities; and by July 2, 2020, a total of five counties were approved to move to a modified version of Phase 1, 17 counties were in Phase 2, and 17 counties were in Phase 3; and

WHEREAS, on July 2, 2020, due to the increased COVID-19 infection rates across the state, I ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place while I work with the Department of Health and other epidemiological experts to determine appropriate strategies to mitigate the recent increased spread of the virus, and those strategies may include dialing back business and other activities; and

WHEREAS, on July 23, 2020, in response to the statewide increased rates of infection, hospitalizations, and deaths, I announced an expansion of the Department of Health’s face covering requirements and several restrictions on activities where people tend to congregate; and

WHEREAS, when I issued Proclamation 20-19.3 on July 24, 2020, the Washington State Department of Health reported at least 51,849 confirmed cases of COVID-19 with 1,494 associated deaths; and today, as of October 11, 2020, there are at least 93,862 confirmed cases with 2,190 associated deaths; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health (DOH) continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05 and 20-19, et seq., are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until 11:59 p.m. on December 31, 2020, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, effective immediately and until 11:59 p.m. on December 31, 2020, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of

this Proclamation. This prohibition applies unless the landlord, property owner, or property manager (a) attaches an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) provides at least 60 days' written notice of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Such a 60-day notice of intent to sell or personally occupy shall be in the form of an affidavit signed under penalty of perjury, and does not dispense landlords, property owners, or property managers from their notice obligations prior to entering the property, or from wearing face coverings, social distancing, and complying with all other COVID-19 safety measures upon entry, together with their guests and agents. Any eviction or termination of tenancy notice served under one of the above exceptions must independently comply with all applicable requirements under Washington law, and nothing in this paragraph waives those requirements.

- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager (a) attaches an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) shows that at least 60 days' written notice were provided of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Such a 60-day notice of intent to sell or personally occupy shall be in the form of an affidavit signed under penalty of perjury.
- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the eviction order clearly states that it was issued based on a court's finding that (a) the individual(s) named in the eviction order is creating a significant and immediate risk to the health, safety, or property of others; or (b) at least 60 days' written notice were provided of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Local law enforcement may serve or otherwise act on eviction orders, including writs of restitution, that contain the findings required by this paragraph.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.

- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, and during the State of Emergency proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident; failure to provide a reasonable re-payment plan shall be a defense to any lawsuit or other attempts to collect.**
- Nothing in this order precludes a landlord, property owner, or property manager from engaging in customary and routine communications with residents of a dwelling or parcel of land occupied as a dwelling. “Customary and routine” means communication practices that were in place prior to the issuance of Proclamation 20-19 on March 18, 2020, but only to the extent that those communications reasonably notify a resident of upcoming rent that is due; provide notice of community events, news, or updates; document a lease violation without threatening eviction; or are otherwise consistent with this order. Within these communications and parameters, it is permissible for landlords, property owners and property managers to provide information to residents regarding financial resources, and to provide residents with information on how to engage with them in discussions regarding reasonable repayment plans as described in this order.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling or parcel of land occupied as a dwelling. This prohibition does not apply to a landlord, property owner, or property manager who provides (a) advance notice of a rent increase required by RCW 59.20.090(2) (Manufactured/Mobile Home Landlord-Tenant Act), or (b) notice of a rent increase specified by the terms of the existing lease, provided that (i) the noticed rent increase does not take effect until after the expiration of Proclamation 20-19.4, and any modification or extension thereof, and (ii) the notice is restricted to its limited purpose and does not contain any threatening or coercive language, including any language threatening eviction or describing unpaid rent or other charges. Unless expressly permitted in this or a subsequent order, under no circumstances may a rent increase go into effect while this Proclamation, or any extension thereof, is in effect. Except as provided below, this prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was deemed non-essential pursuant to Proclamation 20-25 or otherwise lost staff or customers due to the COVID-19 outbreak. This prohibition does not apply to commercial rental property if rent increases were included in an existing lease agreement that was executed prior to February 29, 2020 (pre-COVID-19 state of emergency).

- Landlords, property owners, and property managers are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Nothing in this order prevents a landlord from seeking to engage in reasonable communications with tenants to explore re-payment plans in accordance with this order.
- The preceding prohibitions do not apply to operators of long-term care facilities licensed or certified by the Department of Social and Health Services to prevent them from taking action to appropriately, safely, and lawfully transfer or discharge a resident for health or safety reasons, or a change in payer source that the facility is unable to accept, in accordance with the laws and rules that apply to those facilities. Additionally, the above prohibition against increasing, or threatening to increase, the rate of rent for any dwelling does not apply to customary changes in the charges or fees for cost of care (such as charges for personal care, utilities, and other reasonable and customary operating expenses), or reasonable charges or fees related to COVID-19 (such as the costs of PPE and testing), as long as these charges or fees are outlined in the long-term care facility's notice of services and are applied in accordance with the laws and rules that apply to those facilities, including any advance notice requirement.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a "significant and immediate risk to the health, safety, or property of others created by the resident" (a) is one that is described with particularity; (b) as it relates to "significant and immediate" risk to the health and safety of others, includes any behavior by a resident which is imminently hazardous to the physical safety of other persons on the premises (RCW 59.18.130 (8)(a)); (c) cannot be established on the basis of the resident's own health condition or disability; (d) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (e) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

FURTHERMORE, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our state. To that end, this order further acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

ADDITIONALLY, I want to thank the vast majority of tenants who have continued to pay what they can, as soon as they can, to help support the people and the system that are supporting them through this crisis. The intent of Proclamation 20-19, et seq., is to provide relief to those individuals who have been impacted by the COVID-19 crisis. Landlords and tenants are expected to communicate in good faith with one another, and to work together, on the timing and terms of payment and repayment solutions that all parties will need in order to overcome the severe challenges that COVID-19 has imposed for landlords and tenants alike. I strongly

encourage landlords and tenants to avail themselves of the services offered at existing dispute resolution centers to come to agreement on payment and repayment solutions.

ADDITIONALLY, I want to thank the stakeholders and legislators who participated in the eviction moratorium workgroup with my executive senior policy advisors. The workgroup discussed a broad range of issues, and that discussion informed the modifications reflected in this order. I am directing my policy advisors to continue to work with stakeholders over the next 30 days to consider additional amendments to the moratorium to ensure that the moratorium's protections for non-payment of rent apply narrowly to those persons whose ability to pay has been directly or indirectly materially impacted by the COVID-19 virus.

MOREOVER, as Washington State begins to emerge from the current public health and economic crises, I recognize that courts, tenants, landlords, property owners, and property managers may desire additional direction concerning the specific parameters for reasonable repayment plans related to outstanding rent or fees. This is best addressed by legislation, and I invite the state Legislature to produce legislation as early as possible during their next session to address this issue. I stand ready to partner with our legislators as necessary and appropriate to ensure that the needed framework is passed into law.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 14th day of October, A.D., Two Thousand and Twenty at Olympia, Washington.

By:

_____/s/_____
Jay Inslee, Governor

BY THE GOVERNOR:

_____/s/_____
Secretary of State

PROCLAMATION 20-19.5

EXHIBIT 7



STATE OF WASHINGTON
— OFFICE OF GOVERNOR JAY INSLEE —

**PROCLAMATION BY THE GOVERNOR
EXTENDING AND AMENDING 20-05, 20-19, et seq.**

20-19.5

Evictions and Related Housing Practices

WHEREAS, on February 29, 2020, I issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State; and

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, I have subsequently issued several amendatory proclamations, exercising my emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations; and

WHEREAS, the COVID-19 disease, caused by a virus that spreads easily from person to person which may result in serious illness or death and has been classified by the World Health Organization as a worldwide pandemic, continues to broadly spread throughout Washington State; and

WHEREAS, the COVID-19 pandemic is causing a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting our commercial sectors that support our State's economic vitality, including severe impacts to the large number of small businesses that make Washington State's economy thrive; and

WHEREAS, many of our workforce expected to be impacted by these layoffs and substantially reduced work hours are anticipated to suffer economic hardship that will disproportionately affect low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of our people from the COVID-19 pandemic; and

WHEREAS, tenants, residents, and renters who are not materially affected by COVID-19 should and must continue to pay rent, to avoid unnecessary and avoidable economic hardship to landlords, property owners, and property managers who are economically impacted by the COVID-19 pandemic; and

WHEREAS, under RCW 59.12 (Unlawful Detainer), RCW 59.18 (Residential Landlord-Tenant Act), and RCW 59.20 (Manufactured/Mobile Home Landlord-Tenant Act) residents seeking to avoid default

judgment in eviction hearings need to appear in court in order to avoid losing substantial rights to assert defenses or access legal and economic assistance; and

WHEREAS, on May 29, 2020, in response to the COVID-19 pandemic, the Washington Supreme Court issued Amended Order No. 25700-B-626, and ordered that courts should begin to hear non-emergency civil matters. While appropriate and essential to the operation of our state justice system, the reopening of courts could lead to a wave of new eviction filings, hearings, and trials that risk overwhelming courts and resulting in a surge in eviction orders and corresponding housing loss statewide; and

WHEREAS, the Washington State Legislature has established a housing assistance program in RCW 43.185 pursuant to its findings in RCW 43.185.010 “that it is in the public interest to establish a continuously renewable resource known as the housing trust fund and housing assistance program to assist low and very low-income citizens in meeting their basic housing needs;” and

WHEREAS, it is critical to protect tenants and residents of traditional dwellings from homelessness, as well as those who have lawfully occupied or resided in less traditional dwelling situations for 14 days or more, whether or not documented in a lease, including but not limited to roommates who share a home; long-term care facilities; transient housing in hotels and motels; “Airbnb’s”; motor homes; RVs; and camping areas; and

WHEREAS, due to the impacts of the pandemic, individuals and families have had to move in with friends or family, and college students have had to return to their parents’ home, for example, and such residents should be protected from eviction even though they are not documented in a lease. However, this order is not intended to permit occupants introduced into a dwelling who are not listed on the lease to remain or hold over after the tenant(s) of record permanently vacate the dwelling (“holdover occupant”), unless the landlord, property owner, or property manager (collectively, “landlord”) has accepted partial or full payment of rent, including payment in the form of labor, from the holdover occupant, or has formally or informally acknowledged the existence of a landlord-tenant relationship with the holdover occupant; and

WHEREAS, a temporary moratorium on evictions and related actions throughout Washington State at this time will help reduce economic hardship and related life, health, and safety risks to those members of our workforce impacted by layoffs and substantially reduced work hours or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, as of November 2020, current information suggests that at least 165,000 tenants in Washington will be unable to pay their rent in the near future, reflecting the continued financial precariousness of many in the state. According to the state’s unemployment information, as of December 2020, current data show there are nearly twice as many people claiming unemployment benefits in Washington than there were a year ago. This does not account for the many thousands of others who are filing claims with separate programs such as Pandemic Unemployment Assistance and Pandemic Emergency Unemployment Compensation: in December 2020, nearly 500,000 new and ongoing claims for unemployment-related assistance have been filed; and

WHEREAS, a temporary moratorium on evictions and related actions will reduce housing instability, enable residents to stay in their homes unless conducting essential activities, employment in essential business services, or otherwise engaged in permissible activities, and will promote public health and safety by reducing the progression of COVID-19 in Washington State; and

WHEREAS, I issued Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (Stay Home – Stay Healthy), and I subsequently issued Proclamation 20-25.4 (“Safe Start – Stay Healthy” County-By-County Phased Reopening), wherein I amended and transitioned the previous proclamations’ “Stay Home – Stay Healthy” requirements to “Safe Start – Stay Healthy” requirements, prohibiting all people in Washington State from leaving their homes except under certain circumstances and limitations based on a phased reopening of counties as established in Proclamation 20-25.4, et seq., and according to the phase each county was subsequently assigned by the Secretary of Health; and

WHEREAS, when I issued Proclamation 20-25.4 on May 31, 2020, I ordered that, beginning on June 1, 2020, counties would be allowed to apply to the Department of Health to move forward to the next phase of reopening more business and other activities; and by July 2, 2020, a total of five counties were approved to move to a modified version of Phase 1, 17 counties were in Phase 2, and 17 counties were in Phase 3; and

WHEREAS, on July 2, 2020, due to the increased COVID-19 infection rates across the state, I ordered a freeze on all counties moving forward to a subsequent phase, and that freeze remains in place while I work with the Department of Health and other epidemiological experts to determine appropriate strategies to mitigate the recent increased spread of the virus, and those strategies may include dialing back business and other activities; and

WHEREAS, on July 23, 2020, in response to the statewide increased rates of infection, hospitalizations, and deaths, I announced an expansion of the Department of Health’s face covering requirements and several restrictions on activities where people tend to congregate; and

WHEREAS, on October 6, 2020, due to the increased COVID-19 infection rates across the state, I announced that all counties will remain in their current reopening phases as a result of the continuing surge in COVID-19 cases across the state; and

WHEREAS, positive COVID-19-related cases and hospitalizations have been on a steady rise since early September; and, most alarmingly, since the latter part of October through December, 2020, the number of COVID-19 cases continue to dramatically increase in Washington, and COVID-19-related hospitalizations have risen sharply, putting our people, our health system, and our economy in as dangerous a position as we faced in March 2020, and have not significantly improved since; and

WHEREAS, when I issued Proclamation 20-19.3 on July 24, 2020, the Washington State Department of Health reported at least 51,849 confirmed cases of COVID-19 with 1,494 associated deaths; and as of December 30, 2020, there are at least 232,993 confirmed cases with 3,420 associated deaths; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to

support the Washington State Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people.

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, as a result of the above-noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-05 and all amendments thereto remain in effect, and that Proclamations 20-05 and 20-19, et seq., are amended to temporarily prohibit residential evictions and temporarily impose other related prohibitions statewide until 11:59 p.m. on March 31, 2021, as provided herein.

I again direct that the plans and procedures of the *Washington State Comprehensive Emergency Management Plan* be implemented throughout State government. State agencies and departments are directed to continue utilizing state resources and doing everything reasonably possible to support implementation of the *Washington State Comprehensive Emergency Management Plan* and to assist affected political subdivisions in an effort to respond to and recover from the COVID-19 pandemic.

I continue to order into active state service the organized militia of Washington State to include the National Guard and the State Guard, or such part thereof as may be necessary in the opinion of The Adjutant General to address the circumstances described above, to perform such duties as directed by competent authority of the Washington State Military Department in addressing the outbreak. Additionally, I continue to direct the Washington State Department of Health, the Washington State Military Department Emergency Management Division, and other agencies to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

ACCORDINGLY, based on the above noted situation and under the provisions of RCW 43.06.220(1)(h), and to help preserve and maintain life, health, property or the public peace, except where federal law requires otherwise, effective immediately and until 11:59 p.m. on March 31, 2021, I hereby prohibit the following activities related to residential dwellings and commercial rental properties in Washington State:

- Landlords, property owners, and property managers are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling or parcel of land occupied as a dwelling, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this Proclamation. This prohibition does not apply to emergency shelters where length of stay is conditioned upon a resident's participation in, and compliance with, a supportive services program. Emergency shelters should make every effort to work with shelter clients to find alternate housing solutions. This prohibition applies unless the landlord, property owner, or property manager (a) attaches an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) provides at least 60 days' written notice of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Such a 60-day notice of intent to sell or personally occupy shall be in the form of an affidavit signed under penalty of perjury, and does not dispense landlords, property owners, or property managers from their notice obligations prior to entering the property, or from wearing face coverings, social distancing, and complying with all other COVID-19 safety measures upon

entry, together with their guests and agents. Any eviction or termination of tenancy notice served under one of the above exceptions must independently comply with all applicable requirements under Washington law, and nothing in this paragraph waives those requirements.

- Landlords, property owners, and property managers are prohibited from seeking or enforcing, or threatening to seek or enforce, judicial eviction orders involving any dwelling or parcel of land occupied as a dwelling, unless the landlord, property owner, or property manager (a) attaches an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident; or (b) shows that at least 60 days' written notice were provided of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Such a 60-day notice of intent to sell or personally occupy shall be in the form of an affidavit signed under penalty of perjury.
- Local law enforcement are prohibited from serving, threatening to serve, or otherwise acting on eviction orders affecting any dwelling or parcel of land occupied as a dwelling, unless the eviction order clearly states that it was issued based on a court's finding that (a) the individual(s) named in the eviction order is creating a significant and immediate risk to the health, safety, or property of others; or (b) at least 60 days' written notice were provided of the property owner's intent to (i) personally occupy the premises as the owner's primary residence, or (ii) sell the property. Local law enforcement may serve or otherwise act on eviction orders, including writs of restitution that contain the findings required by this paragraph.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, late fees for the non-payment or late payment of rent or other charges related to a dwelling or parcel of land occupied as a dwelling, and where such non-payment or late payment occurred on or after February 29, 2020, the date when a State of Emergency was proclaimed in all counties in Washington State.
- Landlords, property owners, and property managers are prohibited from assessing, or threatening to assess, rent or other charges related to a dwelling or parcel of land occupied as a dwelling for any period during which the resident's access to, or occupancy of, such dwelling was prevented as a result of the COVID-19 outbreak.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 outbreak and occurred on or after February 29, 2020, and during the State of Emergency proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. **This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident; failure to provide a reasonable re-payment plan shall be a defense to any lawsuit or other attempts to collect.**

- Nothing in this order precludes a landlord, property owner, or property manager from engaging in customary and routine communications with residents of a dwelling or parcel of land occupied as a dwelling. “Customary and routine” means communication practices that were in place prior to the issuance of Proclamation 20-19 on March 18, 2020, but only to the extent that those communications reasonably notify a resident of upcoming rent that is due; provide notice of community events, news, or updates; document a lease violation without threatening eviction; or are otherwise consistent with this order. Within these communications and parameters, it is permissible for landlords, property owners and property managers to provide information to residents regarding financial resources, including coordinating with residents in applying for rent assistance through the state’s Emergency Rent Assistance Program (ERAP) or an alternative state rent assistance program, and to provide residents with information on how to engage with them in discussions regarding reasonable repayment plans as described in this order.
- Except as provided in this paragraph, landlords, property owners, and property managers are prohibited from increasing, or threatening to increase, the rate of rent for any dwelling or parcel of land occupied as a dwelling. This prohibition does not apply to a landlord, property owner, or property manager who provides (a) advance notice of a rent increase required by RCW 59.20.090(2) (Manufactured/Mobile Home Landlord-Tenant Act), or (b) notice of a rent increase specified by the terms of the existing lease, provided that (i) the noticed rent increase does not take effect until after the expiration of Proclamation 20-19, et seq., and any modification or extension thereof, and (ii) the notice is restricted to its limited purpose and does not contain any threatening or coercive language, including any language threatening eviction or describing unpaid rent or other charges. Unless expressly permitted in this or a subsequent order, under no circumstances may a rent increase go into effect while this Proclamation, or any extension thereof, is in effect. Except as provided below, this prohibition also applies to commercial rental property if the commercial tenant has been materially impacted by the COVID-19, whether personally impacted and is unable to work or whether the business itself was deemed non-essential pursuant to Proclamation 20-25 or otherwise lost staff or customers due to the COVID-19 outbreak. This prohibition does not apply to commercial rental property if rent increases were included in an existing lease agreement that was executed prior to February 29, 2020 (pre-COVID-19 state of emergency).
- Landlords, property owners, and property managers are prohibited from retaliating against individuals for invoking their rights or protections under Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Nothing in this order prevents a landlord from seeking to engage in reasonable communications with tenants to explore re-payment plans in accordance with this order.
- The preceding prohibitions do not apply to operators of long-term care facilities licensed or certified by the Department of Social and Health Services to prevent them from taking action to appropriately, safely, and lawfully transfer or discharge a resident for health or safety reasons, or a change in payer source that the facility is unable to accept, in accordance with the laws and rules that apply to those facilities. Additionally, the above prohibition against increasing, or threatening to increase, the rate of rent for any dwelling does not apply to customary changes in the charges or fees for cost of care (such as charges for personal care, utilities, and other reasonable and customary operating expenses), or reasonable charges or fees related to COVID-19 (such as the costs of PPE and testing), as long as these charges or fees are outlined

in the long-term care facility's notice of services and are applied in accordance with the laws and rules that apply to those facilities, including any advance notice requirement.

Terminology used in these prohibitions shall be understood by reference to Washington law, including but not limited to RCW 49.60, RCW 59.12, RCW 59.18, and RCW 59.20. For purposes of this Proclamation, a "significant and immediate risk to the health, safety, or property of others created by the resident" (a) is one that is described with particularity; (b) as it relates to "significant and immediate" risk to the health and safety of others, includes any behavior by a resident which is imminently hazardous to the physical safety of other persons on the premises (RCW 59.18.130 (8)(a)); (c) cannot be established on the basis of the resident's own health condition or disability; (d) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (e) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

FURTHERMORE, it is the intent of this order to prevent a potential new devastating impact of the COVID-19 outbreak – that is, a wave of statewide homelessness that will impact every community in our state. To that end, this order further acknowledges, applauds, and reflects gratitude to the immeasurable contribution to the health and well-being of our communities and families made by the landlords, property owners, and property managers subject to this order.

ADDITIONALLY, it is also the intent of this order to extend state emergency rent assistance programs and to incorporate the newly approved federal rental assistance funding. The goal is to continue to provide a path for eligible tenants to seek rental assistance, but to now also allow landlords, property owners, and property managers to initiate an application for rental assistance. This process should be collaborative, and I encourage the nonprofit and philanthropic communities to continue their support of programs that help educate and inform both parties of the benefits of these rental assistance programs. Although a new program may need to be created for the newly approved federal rental assistance, all counties should consider the existing program in King County as a model for creating this path for landlords and property owners and property managers.

ADDITIONALLY, I want to thank the vast majority of tenants who have continued to pay what they can, as soon as they can, to help support the people and the system that are supporting them through this crisis. The intent of Proclamation 20-19, et seq., is to provide relief to those individuals who have been impacted by the COVID-19 crisis. Landlords and tenants are expected to communicate in good faith with one another, and to work together, on the timing and terms of payment and repayment solutions that all parties will need in order to overcome the severe challenges that COVID-19 has imposed for landlords and tenants alike. I strongly encourage landlords and tenants to avail themselves of the services offered at existing dispute resolution centers to come to agreement on payment and repayment solutions.

MOREOVER, as Washington State begins to emerge from the current public health and economic crises, I recognize that courts, tenants, landlords, property owners, and property managers may desire additional direction concerning the specific parameters for reasonable re-payment plans related to outstanding rent or fees. This is best addressed by legislation, and I invite the state Legislature to produce legislation as early as possible during their next session to address this issue. I stand ready to partner with our legislators as necessary and appropriate to ensure that the needed framework is passed into law.

Violators of this order may be subject to criminal penalties pursuant to RCW 43.06.220(5).

Signed and sealed with the official seal of the state of Washington on this 31st day of December, A.D.,
Two Thousand and Twenty at Olympia, Washington.

By:

/s/
Jay Inslee, Governor

BY THE GOVERNOR:

/s/
Secretary of State

2020 – 2021 HOUSING AGREEMENT

EXHIBIT 8

Upsilon Chapter
Alpha Omicron Pi Fraternity
Housing Agreement
2020-2021

Member Name: [REDACTED]

Permanent Address: [REDACTED]

Telephone: [REDACTED]

E-mail address: [REDACTED]

****ALL AGREEMENTS DUE FEBRUARY 15, 2020****

This Housing Agreement (the "Agreement") is made and entered into by and between Upsilon (the "Corporation") and the above-named student (the "Member"), regarding Member's residence in and/or use of the Upsilon chapter house and surrounding property (collectively, the "Chapter House") at University of Washington (the "University") for the Fall 2020 through Spring 2021 academic year (the "Academic Year"). This Agreement shall be effective as of the date of Member's execution hereof.

The Member has indicated an In House housing status for the Academic Year.

For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. HOUSING FACILITY. The Corporation grants to Member Living In-House a limited, non-exclusive right to use the room assigned to her by the Corporation and/or the common facilities at the Alpha Omicron Pi, Upsilon Chapter House, and the Member accepts such rights and associated responsibilities for the Academic Year. It is not the intention of the parties to create a landlord-tenant relationship, but rather to create a contractual relationship permitting the Member to reside in and/or use the Chapter House subject to the terms of this Agreement.

2. FOOD SERVICES. Member agrees to participate in the meal and/or other food service program, if provided by the Corporation ("Food Service").

3. FEES. This Agreement binds the Member to pay housing or development fees for the Academic Year in accordance with the terms defined herein.

(a) Members Living In-House

(i) **Housing Fee.** Member Living In-House shall pay to the Corporation the sum of \$12,177.00 for her residence in and use of the Chapter House and Food Service for the Academic Year ("Housing Fee").

(ii) **Prepayment Fee.** The Housing Fee includes a \$500.00 prepayment for the Academic Year that must be submitted on or before April 10, 2020. The \$500.00 prepayment is non-refundable and will be credited toward the Housing Fee in equal amounts each academic term.

(b) Out-of-House Members. Out-of-House Member shall pay to the Corporation the sum of \$1,334.00 for the non-residential use of the Chapter House and Food Service for the Academic Year ("Development Fee").

Unless otherwise provided herein, Housing and Development Fees are payable for the entire Academic Year, notwithstanding the fact that Member ceases to or chooses not to reside in the House. No part of the Housing or

Development Fees will be refunded pro rata due to missed meals or for any other reason.

Member will be given the opportunity to participate in an optional payment plan, if such is available. Any available payment plan will be attached hereto. Participation in an optional payment plan does not affect Member's obligations to fulfill the terms of this Agreement for the entire Academic Year.

4. SECURITY DEPOSIT. In addition to the fees listed above and concurrently with the execution of this Agreement, all Members shall pay to the Corporation a \$100.00 non-interest bearing security deposit ("Security Deposit") as security for the Student's performance of her obligations under this Agreement.

The Corporation may apply the Security Deposit to the extent permitted by law to pay any amounts due to the Corporation hereunder and/or as compensation for any loss, damage, cost or expense the Corporation incurs because of any breach of this Agreement by Member, including but not limited to (a) costs of cleaning, repair, replacement or damage to the room of Member Living In-House, regular wear and tear excepted, (b) costs of repairing damage to the Chapter House caused in whole or in part by Member or her guests, (c) costs of repairing damage to common areas of the Chapter House (unless that liability is acknowledged by one or more other members), (d) costs, including reasonable attorneys' fees, of collecting amounts owed under this Agreement and (e) costs, including reasonable attorneys' fees, of evicting Member if she is in breach of this Agreement.

If any portion of the Security Deposit is applied, Member shall replace or replenish that portion within ten (10) days' written notice by the Corporation. Any unused portion of the Security Deposit shall be refunded to Member by June 30 of the year during which Member graduates from the University.

In the event Member defaults under this Agreement or this Agreement is terminated other than pursuant to the terms of Section 13 hereof, the Security Deposit shall be forfeited in full.

5. LATE AND RETURNED PAYMENTS. Any fee, charge or payment not made when due will constitute a material default hereunder, and Member shall pay interest on the past due amount at a minimum rate of six percent (6%) per year. Interest will commence on the first day after payment is due.

Member shall pay a minimum fee of \$25.00 for any bad check, returned or rejected payment. Corporation reserves the right to increase the interest rate and/or the bad check charge if rates charged to it by third parties increase. Member agrees to pay all additional fees, expenses or charges imposed by third party billing or remittance services utilized by the Corporation.

6. MEMBER RESPONSIBILITIES. Member's rights to use her assigned room and/or the common areas in the Chapter House are at all times contingent during the term of this Agreement upon her (i) enrollment as a student at the University, (ii) good standing as a member of Alpha Omicron Pi Fraternity, Inc. (the "Fraternity"), and (iii) full compliance with this Agreement, the laws, rules and regulations of the University, the Fraternity, Alpha Omicron Pi Properties, Inc. ("Properties"), the Chapter, the Corporation and all applicable federal, state, provincial and local laws. In addition to the following, the Governing Documents of the Fraternity, any Properties rules or regulations, any Corporation rules, the Chapter Bylaws and Chapter House rules, as may be amended from time to time, are incorporated herein by reference and made a part hereof, as if fully set forth herein.

(a) General Use. Member is responsible for taking good care of the Chapter House, its furnishings and equipment, and will keep them in a neat, clean and orderly condition. Member shall not commit waste, cause damage to the Chapter House or personal property therein or create nuisance in the Chapter House or on the surrounding property nor use the Chapter House for any unlawful purpose.

(b) Overnight Guests. Member may not have male overnight guests in the Chapter House or any related facilities. Additional restrictions relative to overnight guests may be included in Chapter Bylaws and/or Chapter House rules. Members should notify the House Director of any female overnight guests.

(c) Smoking. Tobacco products are not permitted on Alpha Omicron Pi property. Smoking in the Chapter House and on Alpha Omicron Pi property is strictly prohibited.

(d) Appliances. Member shall comply with applicable rules concerning the use of any electrical appliances in her room. Refrigerators, portable heaters and air conditioners are strictly prohibited.

(e) Pets. Member shall not keep animals of any kind in the Chapter House without the express written consent of the Fraternity.

(f) Weapons. Possession or use of firearms or guns, replicas, ammunition, explosives, fireworks, knives, other weapons, or dangerous chemicals or any related activity on or in any property owned or operated by the Corporation, Properties or the Fraternity is strictly prohibited.

(g) Alcohol and Drugs. Member acknowledges that the Fraternity has a strict policy forbidding alcohol, illegal drugs and medication for which the Member does not have a prescription in or about any Alpha Omicron Pi chapter house as well as the surrounding grounds and agrees to abide by this policy. Illegal drugs include those made illegal as a matter of federal, state, provincial or local law.

7. ROOM ASSIGNMENT. The Corporation reserves the right to assign rooms and make changes in room assignments. Member acknowledges that this Agreement does not guarantee any particular room in the Chapter House. In the event the Chapter House is undergoing repair or renovation, Member agrees that she may be required to accommodate room assignment changes and/or room capacity adjustments. If adjustments by the Corporation are not possible, then Member may be released from the Agreement without consequence to the Corporation.

8. ACCESS. The Corporation reserves the right, and Member acknowledges that the Corporation and the Corporation's designee(s) have the right, to enter any portion of the Chapter House, including Member's room, at any time and for any reason without prior knowledge or consent by Member or any legal authority.

9. TERM. This Agreement shall be effective as of the date of Member's execution hereof. The term of this Agreement represents an Academic Year obligation (the "Term"). Member agrees to comply with the dates and times determined by the Corporation for moving into and out of the Chapter House. Member understands that the Chapter House is open and closed at discretion of the Corporation, and Member agrees to vacate the Chapter House when closed by the Corporation. Closures typically coincide with holidays, vacations and seasonal University breaks but may occur at other times as deemed necessary by the Corporation.

Upon the expiration or the earlier termination of this Agreement, Member shall remove all personal property from the Chapter House and surrender her room in good order and condition, ordinary wear and tear excepted. Any personal property remaining in the Chapter House thereafter shall be deemed to have been abandoned by the Member and/or its owner(s) and may be disposed of by the Corporation at the Member's expense.

10. INDEMNIFICATION. Member hereby WAIVES ALL CLAIMS AND RELEASES FROM ALL LIABILITY the Fraternity, Properties, the Corporation, the Chapter, and each of their respective affiliates, subsidiaries, employees, volunteers, agents, officers, directors, advisers, successors and assigns (the "Released Parties"), for all injuries, damages or losses of or to persons or property in any way connected with Member's presence in or occupancy of the Chapter House arising from any cause (the "Released Claims") and agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties from the Released Claims and from any claim of or on behalf of the Member's guests in any way connected with their presence in the Chapter House.

Any personal property kept by the Member in or about the Chapter House shall be kept at the Member's sole risk. The Corporation encourages Member to obtain insurance to protect her from sicknesses, injury and loss or damage to property. Member hereby releases the Released Parties from any and all damage to Member's property regardless of the cause. Member acknowledges that the Released Parties are beneficiaries of this Agreement and may enforce its terms.

11. DEFAULT. Any of the following shall constitute a default by the Member under this Agreement:

- (a) Member fails to perform or comply with any of the terms or conditions of this Agreement, including the timely payment of any amounts due under this Agreement; or
- (b) Member's membership in the Fraternity is terminated due to disciplinary action or her voluntary suspension; or
- (c) Member commits a serious crime under federal, state or provincial law; or
- (d) Member violates University, Fraternity, Properties, Corporation or Chapter rules or regulations; or
- (e) Member moves from the Chapter House before the expiration of the Term of this Agreement without finding a replacement approved by the Corporation; or
- (f) Member becomes ineligible to occupy the Chapter House for any reason other than those outlined in Section 13(a).

12. TERMINATION OF AGREEMENT BY CORPORATION. In the event Member breaches any covenant or obligation of this Agreement, including but not limited to those set forth in Paragraphs 6 and 11 above, the Corporation, in addition to exercising any other right or remedy available to it hereunder or at law or in equity may, without terminating the Member's obligations hereunder, terminate the Member's rights under this Agreement upon the longer of (i) three (3) days' written notice to the Member or (ii) the minimum amount of written notice required by law. Member shall vacate her room within the notice timeframe provided to her pursuant to this Paragraph 12. The termination notice will be deemed received (i) upon hand delivery to the Member, or (ii) five (5) days after its deposit in the United States or Canadian mail, addressed to the Member at the Chapter House with first-class postage affixed, or (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the Member.

After the applicable notice period, the Corporation may remove Member's personal property from the Chapter House, shall have no duty to store or secure Member's personal property and may dispose of it in any matter deemed appropriate by the Corporation.

If reasonably necessary to protect the health, safety or welfare of the Member or any resident of the Chapter House or the Corporation's property, however, the Corporation may immediately suspend Member's right to reside in the House without prior written notice. In that event, written notice of the grounds for the suspension of such rights will be provided to the Member within forty-eight (48) hours of that immediate action.

The right of the Corporation to terminate this Agreement shall not be limited to circumstances that would support the probation or suspension of a member from the Fraternity; nor shall the procedures and standards applicable to such a probation or suspension apply to termination on one or more of the grounds set forth in this Agreement. Member shall be liable for all obligations under this Agreement that shall accrue through the expiration of the Term of this Agreement. The Corporation shall be entitled to recover from Member its costs and attorneys' fees incurred as a result of Member's breach of this Agreement and in exercising its rights and remedies under this Agreement.

13. TERMINATION OF AGREEMENT BY MEMBER.

- (a) Member shall have the right to terminate this Agreement for either of the following reasons:
 - (i) Member receives her undergraduate degree from the University; or
 - (ii) Member is granted Alumna Status under Special Conditions by the Executive Board of the Fraternity pursuant to the requirements of the Governing Documents.
- (b) If the Chapter House is at full capacity, Member may request early termination of this Agreement; provided however she must find a qualified replacement willing to take her place in the Chapter House for the remainder of the Term of the Agreement. This option shall not be available if the Chapter House has empty beds at the time of the request.

A request for early termination pursuant to Paragraph 13(b) must be made in writing to and approved by the Corporation. Member must be current on all fees owed to the Fraternity, the Corporation and the Chapter at the time

the request is made, and the proposed replacement member is subject to approval by the Corporation. Member's responsibilities under this Agreement will continue until the date her approved replacement moves into the Chapter House.

The rights and obligations of the parties shall continue to be in full force and effect during any applicable notice periods. If the request for early termination of this Agreement is granted, the terms and conditions of this Agreement, specifically including but not limited to Paragraph 4 regarding refund of the Security Deposit, shall remain in full force and effect.

Member's release from a University housing agreement shall have no bearing or effect on this Agreement. If, as a result of Member's release from a University housing agreement, the Chapter is billed an empty bed or related fee(s), Member agrees to reimburse the Chapter in full for such fee(s).

14. DESTRUCTION AND CASUALTY. Should the Chapter House be damaged or destroyed such that it cannot be rebuilt or repaired within ninety (90) days, and the Corporation fails to provide substitute housing, in the discretion of the Corporation, the Housing Fee and Development Fee shall abate as of the date of such damage or destruction, and the parties' obligations under this Agreement shall terminate.

The Corporation and Member hereby release each other from any and all liability resulting from damage by fire or other casualty for which insurance coverage is available, regardless of the cause thereof.

15. LOSS, DAMAGE OR INCONVENIENCE. If at any time during the term of this Agreement, the Chapter House becomes unavailable for any reason, including but not limited to, renovation and remodel, the Corporation shall use its best efforts to provide alternate housing for affected Members. However, the Corporation shall not be liable to Member for any loss, damage or inconvenience suffered as a result of the inavailability of the Chapter House or the provision of alternate housing, if any.

16. WAIVER. Delay or failure on the part of the Corporation to enforce any rights hereunder shall not constitute a waiver of or estoppel to enforce such rights.

17. PARTIAL INVALIDITY. Should a court determine that any provision of this Agreement or the application thereof is unenforceable, all remaining provisions of the Agreement remain in full force and effect.

18. ENTIRE AGREEMENT. This Agreement (together with the documents, Addendums and Payment Plans referred to in this Agreement) constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

19. AMENDMENT. Neither this Agreement nor any part of it may be waived, changed or terminated orally. Any amendment or modification must be in writing and signed by both parties and any waiver must be in writing and signed by the party granting the waiver.

20. SUBMISSION TO JURISDICTION; VENUE. If there is any dispute about or involving this Agreement, Member agrees that the dispute shall be governed by the laws of the State of Tennessee, without regard to conflict of law provisions and agrees to exclusive personal jurisdiction and venue in the state and federal courts located in Davidson County, Tennessee. Member hereby waives any right to transfer or change the venue of any such proceeding. Member's rights under this Agreement are personal and may not be assigned to any other person.

21. COSTS, EXPENSES AND ATTORNEYS' FEES. If the Fraternity, Properties, the Corporation and/or the Chapter shall, without fault on its part, be made a party to any litigation arising out of Member's use of the Chapter

House, then the Member shall pay all costs, expenses, losses and judgments, and reasonable attorneys' fees incurred or paid by the Fraternity, Properties, the Corporation, the Chapter or their agents in connection with such litigation. Member shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the Fraternity, Properties, the Corporation and/or the Chapter in enforcing any of Member's covenants hereunder, whether or not resulting in litigation.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. The parties agree that this Agreement may be electronically signed and that any such electronic signatures shall be the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

NOTICE: The obligation of Member to pay for room, board and other services, and to hold the Fraternity, Properties, Corporation and Chapter harmless shall not be suspended or terminated by any action of or omission by Member, including but not limited to (i) voluntary suspension of membership in the Fraternity, (ii) Member's decision to study abroad, (iii) Member's decision to engage in any other activity which impairs the ability or desire of Member to utilize the benefits, including room and board, made available pursuant to this Agreement, and/or (iv) withdrawal or transfer from the college/university. Member acknowledges that the budget as well as the room and board rates set by Corporation for this Agreement and for Agreements entered into by other chapter members is based upon estimated occupancy rates and that the failure of Member to make all payments contemplated by this Agreement will cause harm to Corporation and may result in rental adjustment and/or assessment to other Members and/or the entire Chapter.

MEMBER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

My/our signature below indicates acceptance of the terms and conditions of this Agreement. In the event I am under 18 years of age (or the legal age of majority in this jurisdiction), I represent and warrant that my parent or legal guardian has also read, agreed to the terms of this Agreement and signed this Agreement on my behalf. By signing below, the parent/legal guardian of any minor represents and warrants that he or she, on behalf of the Member, has read, understands and agrees to the terms of this Agreement including any Addendums and Payment Plans attached hereto and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the original documents retained by the CORPORATION,

The Upsilon Corporation of Alpha Omicron Pi:



Signature

Mandy Doyle, Director of Properties

Print Name

03/01/2020

Date

Member:



Please ...
SIGN HERE

Signature



Print Name



Billing Address

03/01/2020

Date

23.25.128.154

Submission IP Address

SIGNATURE REQUIRED FOR MEMBERS UNDER THE AGE OF MAJORITY

I certify that I have attained the age of majority.

Parent/Legal Guardian:

Signature

()
Print Name

Billing Address

Date

PAYMENT PLAN

Upsilon Chapter

2020-2021

I have reviewed the payment options below and agree to pay the remaining balance of my Housing and/or Development Fees for the 2020-2021 Academic Year as indicated below.

****ALL AGREEMENTS DUE FEBRUARY 15, 2020****

Payment plan selected:

I agree to pay the remaining balance of my Housing Fee in a single payment of \$11,677.00 on or before 09/10/2020.

I agree to pay the remaining balance of my Housing Fee in two equal installments at the beginning of each semester. The first semester payment of \$5,838.50 will be paid on or before 09/10/2020; the second semester payment of \$5,838.50 will be paid on or before 01/10/2021.

✓ I agree to pay the remaining balance of my Housing Fee in 9 equal installments at the beginning of each semester. The first semester payment of \$1,297.44 will be paid on or before 09/10/2020; the final payment of \$1,297.44 will be paid on or before 05/10/2021.



Member's Signature

03/01/2020

Date

**UPSILON CHAPTER FINANCIAL
RESPONSIBILITIES 2020 – 2021
HOUSING OPTIONS
EXHIBIT 9**

Upsilon Chapter Financial Responsibilities 2020-2021 Housing Options

Option 1: Capacity at 56

Members with Live-in Status (regardless of whether or not you choose to live in)

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|--|---|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$725.20 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Room and Board \$11,677 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$1,143.20 | \$195 | \$11,677 |
| TOTAL BILLED BY CHAPTER: \$1,338.20 | | Total Billed By Corp Services: \$11,677 |
| GRAND TOTAL: \$13,015.20 | | |

Members with Live-out Status

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|--|---|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$725.20 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Room and Board \$1,334 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$1,143.20 | \$195 | \$1,334 |
| TOTAL BILLED BY CHAPTER: \$1,338.20 | | Total Billed By Corp Services: \$1,334 |
| GRAND TOTAL: \$2,672.20 | | |

Option 2: Restricted Access to House

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|---|--|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$725.20 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Room and Board \$6,338.03 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$1,143.20 | \$195 | \$6,338.03 |
| TOTAL BILLED BY CHAPTER: \$1,338.20 | | Total Billed By Corp Services: \$6,338.03 |
| GRAND TOTAL: \$7,676.23 | | |

*Least expensive option for all members

*41% grand total reduction

Option 3a: Reduced Capacity to 30 with Budget Shortfalls

Members with Live-in Status (regardless of whether or not you choose to live in)

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|---|--|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$725.20 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Room and Board \$11,677 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$1,143.20 | \$195 | \$11,677 |
| TOTAL BILLED BY CHAPTER: \$1,338.20 | | Total Billed By Corp Services: \$11,677 |
| GRAND TOTAL: \$13,015.20 | | |

Members with approved Live-out Status

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|---|--|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$6,735.58 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Development Fee \$1,334 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$7,153.58 | \$195 | \$1,334 |
| TOTAL BILLED BY CHAPTER: \$7,348.58 | | Total Billed By Corp Services: \$1,334 |
| GRAND TOTAL: \$8,682.58 | | |

*additional \$6,010.38 in Budget Shortfalls (26 empty beds split amongst 41 live-out members)

*33.3% grand total reduction

Option 3b: Reduced Capacity to 20 with Budget Shortfalls

Members with Live-in Status (regardless of whether or not you choose to live in)

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|---|--|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$725.20 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Room and Board \$11,677 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$1,143.20 | \$195 | \$11,677 |
| TOTAL BILLED BY CHAPTER: \$1,338.20 | | Total Billed By Corp Services: \$11,677 |
| GRAND TOTAL: \$13,015.20 | | |

Members with approved Live-out Status

| Upsilon Chapter Local Dues | Fees to AOII International Headquarters | Billed by Corporation Services not the local Chapter |
|--|--|---|
| Chapter Dues \$316 (below fees come out of chapter dues) <ul style="list-style-type: none"> • Bill Highway Fees \$12 • Panhellenic dues \$90 • Budget Shortfalls \$7,415.49 • Credit Card fees, postage etc. • The remainder dues goes to the chapter's operating expenses | International Dues \$195 | Development Fee \$1,334 |
| Total to Chapter | Total to AOII International | Total to Corporation Services |
| \$7,833.49 | \$195 | \$1,334 |
| TOTAL BILLED BY CHAPTER: \$8,028.49 | | Total Billed By Corp Services: \$1,334 |
| GRAND TOTAL: \$9,362.49 | | |

*additional \$6,690.29 in Budget Shortfalls (36 empty beds split amongst 51 live-out members)

*28% grand total reduction

HOUSING AGREEMENT ADDENDUM

EXHIBIT 10

**Housing Agreement Addendum
Upsilon Chapter
2020-2021**

This Addendum modifies the 2020-2021 Housing Agreement between Upsilon Corporation of Alpha Omicron Pi and the below-named member ("Housing Agreement") and is entered into in September 2020.

All other provisions of the Housing Agreement shall remain unchanged and in full force and effect.

Adjusted Across the Board Cost for 2020-2021 academic year is **\$6,250.00**.

Note: Members will not incur Room & Board costs as \$6,250.00 will be the adjusted Development Fee for all members of Upsilon as the members have voted to close the chapter house this academic year. Members will not be able to access the facility.

Please check and initial the payment plan selected:

DEVELOPMENT FEE COST:

_____ Option 1: I agree to pay my Development Fee in a single payment of \$6,250.00 on or before September 25th, 2020.

_____ Option 2: I agree to pay my Development Fee (\$6,250.00) in two equal installments. The first payment of \$3,125.00 will be paid on or before September 25th, 2020; the second payment of \$3,125.00 will be paid on or before January 10th, 2021.

_____ Option 3: I agree to pay my Development Fee (\$6,250.00) in ten installments of \$625.00 which will be billed monthly from September 2020 to June 2021.

If you do not sign the addendum by September 15th, we will default to billing your account monthly for this amount as it is the most budget-friendly option.

Member's Name (Print) _____ Date: _____

Member's Signature _____ Date: _____

Parent/Guardian's Signature _____ Date: _____

My/our signature above indicates acceptance of the terms and conditions of this Agreement. In the event I am under 18 years of age (or the legal age of majority in this jurisdiction), I represent and warrant that my parent or legal guardian has also read, agreed to the terms of this Addendum and signed this Addendum on my behalf. By signing below, the parent/legal guardian of any minor represents and warrants that he or she, on behalf of the Member, has read, understands, and agrees to the terms of this Addendum including any Payment Plans attached hereto and agrees to be bound by the terms hereof.

BILLHIGHWAY.COM INVOICE

EXHIBIT 11

From: [REDACTED]
Sent: Tuesday, December 8, 2020 12:13 PM
To: Edison, Susan M (ATG)
Subject: Fwd: Alpha Omicron Pi - Past Due Notice

[EXTERNAL]

Hi Susan,

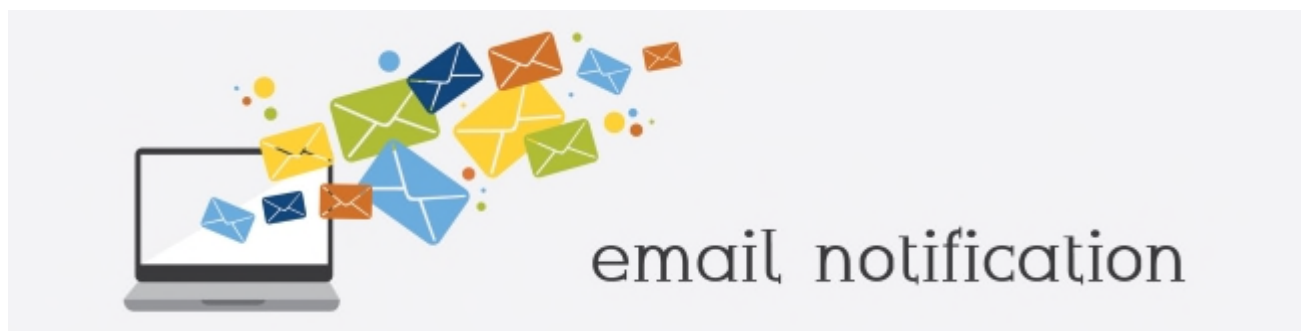
Following is the email that I received threatening membership suspension and being send to collections, I hope this helps!

Best,

[REDACTED]

Begin forwarded message:

From: Billhighway <support@billhighway.com>
Date: November 12, 2020 at 11:06:51 AM PST
To: [REDACTED]
Subject: Alpha Omicron Pi - Past Due Notice
Reply-To: support@billhighway.com



ALPHA OMICRON PI

fraternity

NOTICE OF PAST DUE BALANCE

Dear [REDACTED]:

You are receiving this notice because our records show your account with Alpha Omicron Pi is now past due. As a reminder, payment is due within 10 days of an invoice posting to your account.

Please log into Billhighway and make a payment (www.billhighway.com) in order to return to good standing with Alpha Omicron Pi. Should your account continue to remain past due, you will be responsible for late fees incurred, and you may face other consequences including International Probation, Member Suspension, and your account being sent to collections. Refer to the Governing Documents of Alpha Omicron Pi as well as your own chapter's bylaws for additional information.

If you believe this balance is incorrect or you have additional questions, please contact {primary contact} at {primary contact email}. A breakdown of your entire balance is listed below.

| | |
|-----------------------------|----------------|
| Current Balance: | 0.00 |
| 1-30 Days Past Due: | 774.12 |
| 31-60 Days Past Due: | 1664.88 |
| 61-90 Days Past Due: | 0.00 |
| 90+ Days Past Due: | 0.00 |
| Total Balance: | 2439.00 |

You've received this email because your group is using Billhighway to manage its finances. Your email is used exclusively for correspondence with your group, including billing statements and payment confirmations. If you'd like to stop receiving emails from Billhighway please contact your group administrator; else to stop permanently you may [click here](#).