

1 prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

2 **1.2.** Defendant Whitewater is an Idaho corporation headquartered in Hayden, Idaho,
3 and owns and operates low-income residential properties in Idaho and Washington, including 12
4 such properties in Washington: Arrowleaf Village (380 S. Aspen Street, Airway Heights, WA
5 99001), Airway Pointe Family Apartments (13513 W. 6th Avenue, Airway Heights, WA 99001),
6 Airway Pointe Senior Apartments (13520 W 6th Avenue, Airway Heights, WA 99001), Basalt
7 Ridge Apartments (13660 W. 6th Avenue, Airway Heights, WA 99001), Galena Apartments
8 (13663 W. Avenue, Airway Heights, WA 99001), Winter Heights Apartments (2721 N. Cherry
9 Street, Spokane Valley, WA 99216 and 2720 N. Cherry Street, Spokane Valley, WA 99216),
10 Broadwing Apartments (24900 E. Spotted Owl Lane, Liberty Lake, WA 99019), First Liberty
11 Apartments (25000 E. Hawkstone Loop, Liberty Lake, WA 99019), Talon Hills Senior
12 Apartments (24950 E. Hawstone Loop, Liberty Lake, WA 99019), Palouse Trails Apartments
13 (5000 S. Palouse Highway, Spokane, WA 99223), Pine Rock Apartments (3211 E. 55th Avenue,
14 Spokane, WA 99223), and Summit Ridge Apartments (3307 E. 55th Avenue, Spokane, WA
15 99223). In total, Whitewater owns and operates approximately 1,100 residential rental units in
16 Washington.

17 **1.3.** Whitewater engages in trade or commerce within the meaning of RCW
18 19.86.010(2).

19 **1.4.** The State alleges Whitewater violated Proclamation 20-19.1 by verbally
20 threatening to evict certain tenants of Basalt Ridge Apartments and Winter Heights Apartments
21 for non-payment of rent during the effective period of that Proclamation; and refusing to provide
22 reasonable and individualized repayment plans to tenants who were unable to pay part or all of
23 their rent during the public health emergency.

24 **1.5.** The State further alleges that Whitewater violated the CPA, RCW 19.86.020,
25 when it committed unfair conduct in trade or commerce by violating the Emergency
26 Proclamations.

1 **II. AGREEMENT**

2 **2.1.** The parties agree that this Court has jurisdiction over the subject matter of the
3 claims alleged and the parties to this Consent Decree.

4 **2.2.** The parties agree to the entry of this Consent Decree without the need for trial and
5 adjudication of any issue of law or fact. In order to avoid costly and protracted litigation, the
6 parties agree that the Attorney General’s claims should be resolved without further proceedings.

7 **2.3.** The parties agree that this Consent Decree does not constitute evidence or an
8 admission regarding the existence or non-existence of any issue, fact, or violation of any law
9 alleged by the State of Washington.

10 **2.4.** Whitewater agrees that it will not oppose entry of this Consent Decree on the
11 ground that it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby waives
12 any objection based thereon.

13 **2.5.** Whitewater waives any right it may have to appeal from this Consent Decree, but
14 reserves all rights to defend or object to any subsequent action or effort to enforce this Consent
15 Decree.

16 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

17 **III. INJUNCTIONS**

18 **3.1.** The injunctive provisions of this Consent Decree shall apply to Whitewater and
19 its officers, agents, servants, employees, representatives, affiliated entities, and all other persons
20 in active concert or participation with Whitewater. Affiliated entities are defined as partnerships,
21 limited liability companies, companies, or trusts directly or indirectly controlled by Whitewater
22 or its shareholders.

23 **3.2.** Whitewater shall immediately inform all officers, agents, servants, employees,
24 representatives, affiliated entities, and all other persons in active concert or participation with
25 Whitewater of the terms and conditions of this Consent Decree.

26 **3.3.** To the extent prohibited by Proclamation 20-19.1, including any

1 location, including all documents, whether in paper or electronic form, that relate to the following:

2 **4.1.1.** Notices sent to Whitewater tenants in Washington through the expiration of
3 the Eviction Proclamations, including any modifications or extensions
4 thereof, regarding non-payment of rent, late fees or other charges, the
5 COVID-19 pandemic, residential evictions, and repayment plans;

6 **4.1.2.** Records of any contacts with Washington tenants via telephone, in-person,
7 or written notice (including email) made by Whitewater for the purpose of
8 collecting rent or other charges between March 18, 2020, and the
9 expiration of the Eviction Proclamations, including any modifications or
10 extensions thereof;

11 **4.1.3.** Records of any contacts with Washington tenants via telephone, in-person,
12 or written notice (including email) made by Whitewater regarding
13 repayment plans for unpaid rent or other charges during the effective
14 period of the Eviction Proclamations, including any modifications and
15 extensions thereof;

16 **4.1.4.** Policies and procedures regarding eviction processes for non-payment of
17 rent or other charges; and

18 **4.1.5.** Any written complaints received by Whitewater regarding any attempts to
19 evict tenants for non-payment of rent or other charges between March 18,
20 2020, and the expiration of the Eviction Proclamations, including any
21 modifications or extensions thereof.

22 **4.2.** During the term of this Consent Decree, Whitewater agrees to, no later than seven
23 (7) days after occurrence, provide to the Attorney General notification and documentation of
24 the initiation of any non-payment of rent eviction proceedings involving any tenant who had
25 entered into a reasonable and individualized repayment plan for unpaid rent or other charges.
26 Such proceedings shall be deemed initiated upon the earlier of: (i) written or oral referral of the

1 tenant to Whitewater’s landlord-tenant lawyers; (ii) service of a 14-day notice to pay or vacate,
2 pursuant to RCW 59.12.030; or (iii) the filing of any judicial proceeding. The notification shall
3 include the full details of the eviction action, including the tenant’s name, address, telephone
4 number, a copy of the repayment plan, and Whitewater’s basis for the eviction.

5 **4.3.** Within ninety (90) days after entry of this Consent Decree, Whitewater shall
6 provide proof of completion of the required eviction training, including a list of all Whitewater
7 employees with responsibilities related to leasing or managing residential units in Washington
8 and completed verification forms as specified in **Appendix A**.

9 **4.4.** Upon reasonable notice to Whitewater’s counsel, representatives of the Office of
10 the Attorney General may seek to monitor compliance with this Consent Decree, and Whitewater
11 agrees to cooperate with all reasonable requests to do so.

12 **V. PAYMENT**

13 **5.1.** Pursuant to RCW 19.86.140, RCW 19.86.080, Whitewater agrees to pay \$50,000
14 to the Attorney General within fourteen (14) days of entry of this Consent Decree.

15 **5.2.** The Attorney General shall use the funds for reimbursement of the Attorney
16 General’s attorney fees and costs, enforcement of this Consent Decree, or any lawful purpose in
17 the sole discretion of the Attorney General.

18 **5.3.** Failure to pay these funds within fourteen (14) days of entry of the Consent Decree
19 shall be a material breach of this Consent Decree. The payment shall be made by a wire or
20 valid check, made payable to the “Attorney General—State of Washington” and delivered to the
21 Office of the Attorney General, Attn: Civil Rights Division, 800 5th Avenue, Suite 2000, Seattle,
22 WA 98104-3188.

23 **VI. DURATION AND ENFORCEMENT**

24 **6.1.** Except for the recordkeeping requirements in Section 4.1, this Consent Decree,
25 shall be in effect for a period of three (3) years from the date of its entry. The Court shall
26 retain jurisdiction for the duration of this Consent Decree to enforce its terms.

1 Respectfully submitted,

2 ROBERT W. FERGUSON
3 Attorney General

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APPENDIX A
EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 2021, I received _____ minutes of
eviction training, including curriculum about tenants' rights. The training instructor(s)
was/were: _____.

Signature

Print Name

Job Title/Position

Date