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7 **STATE OF WASHINGTON**
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,
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11 Plaintiff,

12 v.

13 ALPHA OMICRON PI FRATERNITY,
14 INC.; ALPHA OMICRON PI
15 PROPERTIES, INC.; UPSILON OF
16 ALPHA OMICRON PI,

17 Defendants.

NO. 21-2-01074-8 SEA

CONSENT DECREE

(Clerk's Action Required)

18 **I. INTRODUCTION**

19 **1.1** The State of Washington (the State), by and through its attorneys,
20 Robert W. Ferguson, Attorney General, Susan Edison and Ashley McDowell, Assistant Attorneys
21 General, filed this action to enforce Emergency Proclamations 20-19.1, 20-19.2, 20-19.3, 20-19.4,
22 20-19.5, and 20-19.6, the moratorium on evictions and related housing practices, issued by
23 Governor Jay Inslee as necessary to help preserve and maintain life, health, property or the public
24 peace during the coronavirus disease 2019 (COVID-19) pandemic, and the Washington Consumer
25 Protection Act (CPA), which prohibits unfair or deceptive acts or practices in the conduct of any
26 trade or commerce, RCW 19.86.020.

1.2 Defendant Alpha Omicron Pi Fraternity, Inc. is a foreign nonprofit corporation and
social fraternity based in Brentwood, Tennessee. It has 136 collegiate chapters and over 209,000
initiated members.

1 **1.3** Defendant Alpha Omicron Pi Properties, Inc., a nonprofit corporation, is a wholly
2 owned subsidiary of Alpha Omicron Pi Fraternity, Inc. It engages in the coordinated management
3 of the parent company's real property interests, and owns the former Upsilon Chapter's house near
4 the University of Washington campus, located at 1906 NE 45th Street in Seattle, Washington
5 (Chapter House).

6 **1.4** Defendant Upsilon of Alpha Omicron Pi is the former University of Washington
7 collegiate chapter of the international fraternity. In February 2021, the Upsilon chapter members
8 voted to surrender the chapter's charter, and all members at the time of dissolution became alumna
9 of Alpha Omicron Pi.

10 **1.5** Collectively, Defendants shall be referred to as "AOII."

11 **1.6** The State asserts that AOII engages in trade or commerce within the meaning of
12 RCW 19.86.010. AOII denies it engages in trade or commerce.

13 **1.7** The State has alleged violations of Emergency Proclamations 20-19.1 through
14 20 19.6 which AOII has denied.

15 **1.8** The State has further alleged violations of the CPA, RCW 19.86.020, related to the
16 eviction moratoria allegations which AOII has denied.

17 **1.9** The parties agree that this Court has jurisdiction over the subject matter of the claims
18 alleged and the parties to this lawsuit.

19 **1.10** The parties agree on a basis for settlement of the State's allegations and to the entry
20 of this Consent Decree without the need for trial and adjudication of any issue of law or fact.

21 **1.11** AOII agrees that it will not oppose entry of this Consent Decree on the ground that
22 it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby waives any objection
23 based thereon.

24 **1.12** AOII waives any right it may have to appeal from this Consent Decree.

25 **NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:**
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II. GENERAL INJUNCTION

2.1 The injunctive provisions of this Consent Decree shall apply to AOII and its successors, assigns, transferees, officers, agents, servants, employees, representatives, and all other persons in active concert or participation with AOII.

2.2 AOII shall immediately inform all successors, assigns, transferees, officers, agents, servants, employees, representatives, and all other persons in active concert or participation with AOII of the terms and conditions of this Consent Decree.

2.3 The State deems the following to constitute unfair practices in violation of Emergency Proclamations 20-19.1 through 20-19.6 and/or the CPA, RCW 19.86.020:

2.3.1 Assessing 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.

2.3.2 Assessing late fees for the non-payment or late payment of rent or other charges related to a dwelling, 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.

2.3.3 Collecting or attempting to collect any unpaid rent or other charges related to a dwelling, 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.

2.3.4 Engaging in unfair or deceptive acts or practices in connection with the assessment or collection of housing-related charges imposed during the COVID-19 public health emergency, including the referral of such charges to collection agencies.

1 **2.4** AOII maintains it has not engaged in any of the practices described in Paragraph
2 2.3, and agrees not to engage in any of the practices described in Paragraph 2.3. In order to
3 resolve the matter, AOII also agrees to the following:

4 **2.4.1** AOII will reimburse or directly waive all but \$933.80 of any portion of the
5 \$6,250 adjusted Development Fee actually billed to, or paid by, any Upsilon Chapter
6 member. Each Upsilon Chapter member remains subject to an apportioned original
7 Development Fee of \$933.80. The amount of reimbursement or waiver under this
8 provision will be based on the amount of the adjusted Development Fee actually
9 billed to, or paid by, each Upsilon Chapter member, and will be adjusted to reflect
10 any prior credits, refunds, and/or adjustments already issued or made by AOII on
11 account of the Upsilon Chapter's voluntary closure in February 2021. This
12 specifically excludes other membership fees such as panhellenic, international,
13 alumna, chapter and other fees unrelated to housing or maintaining the facility; these
14 fees do not make up any portion of the \$6,250 adjusted Development Fee assessed to
15 Upsilon Chapter members. Upsilon Chapter members not billed any portion of the
16 \$6,250 adjusted Development Fee are unaffected by this Consent Decree. Any
17 reimbursement amounts due by AOII under this subparagraph will be issued to the
18 State, as outlined in Paragraph 4.1, and distributed by the State to reimburse eligible
19 Upsilon Chapter members.

20 **2.4.2** AOII will reimburse or waive any late fees assessed to Upsilon Chapter
21 members from the 2020–2021 academic year to the date this Consent Decree is
22 entered. Excluded are any late fees incurred and billed after the date this Consent
23 Decree is entered. Any reimbursement amounts due by AOII under this subparagraph
24 will be issued to the State, as outlined in Paragraph 4.1, and distributed by the State
25 to reimburse eligible Upsilon Chapter members.
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1 **2.4.3** AOII will refrain from collecting or attempting to collect any waived fees
2 or charges outlined in Paragraphs 2.4.1 and/or 2.4.2.

3 **2.5** Within thirty (30) days of the entry of this Consent Decree, AOII shall inform via
4 letter and/or electronic mail, all former Upsilon Chapter members with a Housing Agreement
5 for the University of Washington's 2020–2021 academic year who have an unpaid adjusted
6 Development Fee assessed after April 16, 2020, and/or unpaid late fees assessed from the 2020–
7 2021 academic year to the date this Consent Decree is entered, that AOII is voluntarily agreeing
8 to the terms as outlined in Paragraph 2.4 of this Consent Decree, with a copy to be provided to
9 the Office of the Attorney General.

10 **III. REPORTING AND DOCUMENT RETENTION**

11 **3.1** For a period of two (2) years following the entry of this Consent Decree, should
12 the Upsilon chapter resume operations at the University of Washington, AOII shall:

13 **3.1.1** Notify the Office of the Attorney General of the resumption of operations
14 within fourteen (14) days;

15 **3.1.2** Maintain billing records of any Room and Board charges, Development Fees,
16 and late charges assessed against Upsilon members; and

17 **3.1.3** Maintain records of email communications sent to Upsilon members for the
18 purpose of collecting Room and Board charges, Development Fees, and late
19 charges.

20 **3.2** Upon reasonable notice to AOII, representatives of the Office of the Attorney
21 General will be permitted to inspect and copy all such records, provided that the inspection and
22 copying shall avoid unreasonable disruption to AOII's activities.

23 **IV. PAYMENT**

24 **4.1** Pursuant to RCW 19.86.140 and RCW 19.86.080, AOII agrees to pay \$253,600,
25 which is inclusive of all recovery requested in the Complaint, to the Attorney General within the
26 timeline set forth in paragraph 4.4.

1 **4.2** The Attorney General shall use the funds for restitution, equitable relief, recovery
2 of fees and costs, enforcement of this Consent Decree, or any lawful purpose in the sole
3 discretion of the Attorney General. Any additional attorney fees and costs are borne by each
4 party.

5 **4.3** Upsilon Chapter members with a Housing Agreement for the University of
6 Washington's 2020–2021 academic year, and who paid a Development Fee assessed by AOII
7 after April 16, 2020, may be entitled to restitution using the settlement funds received pursuant
8 to paragraph 4.1 of this Consent Decree. The State will notify eligible Upsilon Chapter members
9 of restitution details. To assist the State in its efforts to notify eligible Upsilon Chapter members,
10 AOII shall work with the State in good faith and produce, within 24 days of entry of this Consent
11 Decree, Upsilon Chapter member information, including last known contact information on file,
12 to assist the State in identifying and/or verifying which Upsilon Chapter members may be
13 entitled to restitution.

14 **4.4** Failure to pay these funds within fourteen (14) days of receipt of wire transfer
15 instructions from the Office of the Attorney General shall be a material breach of this Consent
16 Decree. The payment shall be made by a wire transfer. The Office of the Attorney General will
17 provide AOII with account information and transfer instructions within ten (10) days of the entry
18 of the Consent Decree.

19 **V. DURATION AND ENFORCEMENT**

20 **5.1** With the exception of the requirements in paragraph 2.4 herein, which are
21 permanent, this Consent Decree shall be in effect for a period of two (2) years from the date of
22 its entry. The Court shall retain jurisdiction for the duration of the Consent Decree to enforce its
23 terms.

24 **5.2** The State may move the Court to extend the duration of the Consent Decree in
25 the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the
26 interests of justice so require.

1 **5.3** If a Court determines that there has been a violation of any of the terms of the
2 Consent Decree, the State may seek civil penalties pursuant to RCW 19.86.140 and/or such other
3 remedies as may be provided by law.

4 **VI. ADDITIONAL PROVISIONS**

5 **6.1** AOII acknowledges and agrees that no other promises, representations, or
6 agreements of any nature have been made or entered into by the parties. The parties further
7 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
8 severable or divisible, except that if any provisions herein are found to be legally insufficient or
9 unenforceable, the remaining provisions shall continue in full force and effect.

10 **6.2** AOII is voluntarily entering into this Consent Decree in lieu of a trial based upon
11 a reasonable business decision, in good faith, and as deemed in the best interest of AOII.
12 The Consent Decree is not an admission by AOII or any other party, nor is this Order and
13 Judgment a finding of the validity of any allegations against AOII in this proceeding or any
14 wrongdoing by AOII or any other party.

15 **6.3** The Parties agree that this Consent Decree fully resolves all claims raised by the
16 State in its Complaint. The Parties agree to carry out the provisions in the Consent Decree in
17 accordance with this Order, which is fully binding and enforceable.

18 **6.4** Information and documents submitted to or obtained by the State in connection
19 with this Consent Decree may contain personal or private information regarding individuals and
20 may constitute law enforcement records covered by RCW 42.56.240(1).

21 **6.5** The parties agree that, as of the date of the entry of this Consent Decree, litigation
22 is not “reasonably foreseeable” concerning the matters described above. To the extent that either
23 party previously implemented a litigation hold to preserve documents, electronically stored
24 information (ESI), or things related to the matters described above, the party is no longer required
25 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other
26 obligations imposed by this Consent Decree.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 21-2-01074-8
Case Title: STATE OF WASHINGTON vs ALPHA OMICRON PI
FRATERNITY INC ET AL
Document Title: OTHER RE STIPULATED CONSENT DEGREE

Signed By: Adrienne McCoy
Date: July 11, 2022



Judge: Adrienne McCoy

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 70B9B779783F2B461CF5F2DB907D6EC973E89492
Certificate effective date: 10/27/2021 8:45:19 PM
Certificate expiry date: 10/27/2026 8:45:19 PM
Certificate Issued by: C=US, E=KCSCSEFILING@KINGCOUNTY.GOV,
OU=KCDJA, O=KCDJA, CN="Adrienne McCoy:
tLEgyDst7BG/DpRxb3q3pA=="