

FILED

JAN 26 2018

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE**

STATE OF WASHINGTON,

Plaintiff,

v.

COUNTRY HOMES REALTY, L.L.C d/b/a
COUNTRY HOMES SALES & PROPERTY
MANAGEMENT,

Defendant.

NO.

18200336-3

ASSURANCE OF
DISCONTINUANCE

CLERK'S ACTION REQUIRED

I. INTRODUCTION

1.1 The State of Washington, by and through its attorneys, Robert W. Ferguson, Attorney General, and Chalia Stallings-Ala'ilima, Assistant Attorney General, accepts this Assurance of Discontinuance following its investigation of Defendant Country Homes Realty, L.L.C d/b/a Country Homes Sales & Property Management ("CHSPM") pursuant to Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3604 ("FHA"), Washington Law Against Discrimination, RCW 49.60.222 ("WLAD"), and Washington Consumer Protection Act, RCW 19.86.020 ("CPA").

1.2 All communications related to this Assurance of Discontinuance should be directed to: Civil Rights Unit, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA, 98104.

1 3.1.1 Refusing to engage in a real estate transaction because of honorably
2 discharged veteran or military status (“veteran status”) or the presence of any sensory,
3 mental, or physical disability, or the use of a trained dog guide or service animal by a
4 person with a disability (“disability”);

5 3.1.2 Refusing to negotiate a real estate transaction because of veteran status or
6 disability;

7 3.1.3 Making statements in connection with the rental of a dwelling that express
8 a preference, limitation, or discrimination based on veteran status or disability;

9 3.1.4 Applying a blanket prohibition against any rental applicant who uses a
10 VASH voucher;

11 3.1.5 Aiding, abetting, encouraging, or inciting the commission of an unfair or
12 discriminatory practice;

13 3.1.6 Failing or refusing to notify the public that dwellings owned or operated by
14 Defendant CHSPM are available to all persons, including those who use VASH vouchers,
15 on a non-discriminatory basis;

16 3.2 Notwithstanding paragraph 2.3 above, Defendant CHSPM agrees not to engage in
17 the practices described in paragraph 3.1. This provision shall apply to all residential dwellings
18 marketed or managed by Defendant CHSPM during the term of this Assurance of
19 Discontinuance, including all dwellings in which Defendant has or acquires a direct or indirect
20 ownership, management, or other financial interest.

21 **IV. NON-DISCRIMINATION POLICY AND NOTICE TO THE PUBLIC**

22 4.1 Upon entry of this Assurance of Discontinuance, Defendant CHSPM shall
23 implement the Nondiscrimination Policy appearing at **Appendix A**. The Nondiscrimination Policy
24 shall apply to all properties covered by paragraph 3.2 of this Assurance of Discontinuance. Effective
25
26

1 any office(s) or location(s) at which Defendant conducts marketing, rental, or property
2 management activities.

3 **VII. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS**

4 **7.1** Defendant CHSPM shall, no later than fourteen (14) days after occurrence,
5 provide to the Attorney General notification and documentation of the following events:

6 **7.1.1** Any change to the rules or practices regarding the Nondiscrimination
7 Policy (**Appendix A**);

8 **7.1.2** Proof of notification of this Assurance of Discontinuance and
9 Nondiscrimination Policy, including executed copies of **Appendix B** from all employees of
10 Defendant CHSPM;

11 **7.1.3** Proof of completion of the required fair housing training in the form of
12 **Appendix C**; and

13 **7.1.4** Any written or oral complaint against Defendant CHSPM, or CHSPM's
14 agents or employees, regarding discrimination in housing. The notification shall include the full
15 details of the complaint, including the complainant's name, address, and telephone number. If
16 the complaint is written, Defendant CHSPM shall provide a copy of the written complaint with
17 the notification. Upon the Attorney General's request, Defendant CHSPM shall also provide,
18 within fourteen (14) days of the request, all information concerning any such complaint and the
19 substance of any resolution of such complaint.

20 **7.2** Within six (6) months of entry of this Assurance of Discontinuance, and every
21 six (6) months thereafter for the duration of this Assurance of Discontinuance, Defendant
22 CHSPM shall deliver to the Attorney General executed copies of **Appendices B** and **C**, to the
23 extent not previously provided.

24 **7.3** Upon reasonable notice to counsel for Defendant CHSPM, representatives of the
25 Office of the Attorney General shall be permitted to access, inspect, and/or copy all business
26

1 **IX. ENTRY AND DURATION**

2 **9.1** This Assurance of Discontinuance shall be in effect for a period of three (3) years
3 from the date of its entry. The Court shall retain jurisdiction for the duration of this Assurance
4 of Discontinuance to enforce its terms, after which time the case shall be dismissed with
5 prejudice.

6 **9.2** This Assurance of Discontinuance shall not be considered an admission of
7 violation for any purpose, but, if a Court determines that there has been a violation of any of the
8 terms of this Assurance of Discontinuance, the Office of the Attorney General may seek civil
9 penalties pursuant to RCW 19.86.140 and/or such other remedies as may be provided by law.

10 **X. ADDITIONAL PROVISIONS**

11 **10.1** This Assurance of Discontinuance shall be binding upon and inure to the benefit
12 of Defendant CHSPM's successors and assigns.

13 **10.2** Nothing in this Assurance of Discontinuance shall be construed to limit or bar
14 any other governmental entity or person from pursuing other available remedies against CHSPM
15 or any other person.

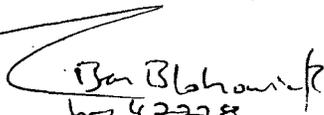
16 **10.3** The parties agree that, as of the date of the entry of this Assurance of
17 Discontinuance, litigation is not "reasonably foreseeable" concerning the matters described
18 above. To the extent that either party previously implemented a litigation hold to preserve
19 documents, electronically stored information (ESI), or things related to the matters described
20 above, the party is no longer required to maintain such litigation hold. Nothing in this paragraph
21 relieves either party of any other obligations imposed by this Assurance of Discontinuance.

22
23 Approved on this 26th day of January, 2018

24
25 
26 JUDGE/COURT COMMISSIONER

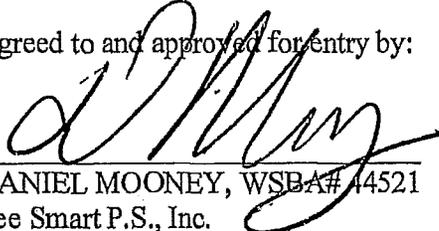
1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

4  
5 Ben Blahowitz
6 57 47228

5 CHALIA STALLINGS-ALA'ILMA, WSBA #40694
6 Assistant Attorney General
7 Civil Rights Unit
8 Office of the Attorney General
9 800 Fifth Avenue, Suite 2000
10 Seattle, WA 98104
11 (206) 326-5480
12 chalias@atg.wa.gov

10 Agreed to and approved for entry by:

11 
12 DANIEL MOONEY, WSBA# 44521
13 Lee Smart P.S., Inc.
14 Attorney for Country Homes Realty, L.L.C
15 d/b/a Country Homes Sales & Property Management
16 1800 One Convention Place
17 701 Pike St.
18 Seattle, WA 98101
19 (206) 262-8306
20 dcm@leesmart.com

1
2
3
4
5
6
7
8

APPENDIX A
NONDISCRIMINATION POLICY

9
10
11
12
13
14
15
16
17
18

It is the policy of Country Homes Realty, L.L C d/b/a Country Homes Sales & Property Management to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, the Washington Law Against Discrimination, and the Washington Consumer Protection Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability. This policy means that, among other things, Country Homes Realty, L.L C d/b/a Country Homes Sales & Property Management and all their agents and employees with the responsibility for showing, renting, or managing any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- 19
20
21
22
23
24
25
26
- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person based on any the characteristics underlined above;
 - B. Use different rental policies, lease terms, or other conditions of application or tenancy based on any of the characteristics underlined above unless required by law;
 - C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on any of the characteristics underlined above; or
 - D. To represent to a person, based on any of the characteristics underlined above, that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

This means that Country Homes Realty, L.L C d/b/a Country Homes Sales & Property Management cannot and will not choose tenants, set lease terms, use rental policies, or make other decisions about tenants or prospective tenants based on the characteristics listed in the first paragraph.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability may constitute a violation of state and/or federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee

1 may contact the Washington Attorney General's office toll-free at (844) 323-3864 or the
2 Washington State Human Rights Commission at (800) 233-3247.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

APPENDIX B
ACKNOWLEDGMENT OF RECEIPT OF NONDISCRIMINATION POLICY

I acknowledge that on _____, 20____, I was provided a copy of the Nondiscrimination Policy adopted by Country Homes Realty, L.L C d/b/a Country Homes Sales & Property Management pursuant to the Assurance of Discontinuance entered by the Court in *State of Washington v. Country Homes Realty, L.L C d/b/a Country Homes Sales & Property Management*, Civil Action No. _____ (Spokane County Superior Court). I have read and understand the document and have had my questions about the document answered. If I requested a copy of the Assurance of Discontinuance entered by the Court, I was provided with it. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title/Position

Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

APPENDIX C
EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received _____ minutes of in-person fair housing training.

Signature

Print Name

Job Title/Position

Date