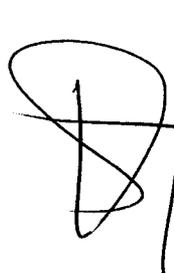


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KATHY MARTIN
COUNTY CLERK

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WALLA WALLA COUNTY
WASHINGTON

 BY _____

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

STATE OF WASHINGTON,

Plaintiff,

v.

TJ CLINE, L.L.C.,

Defendant.

NO. **17 2 00716 2**

CONSENT DECREE

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, filed this action against Defendant TJ Cline, L.L.C. ("TJ Cline") to enforce 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") and the Washington Law Against Discrimination, RCW 49.60.222 ("WLAD"); and the Washington Consumer Protection Act, RCW 19.86.020 ("CPA").

1.2 Defendant TJ Cline is a for-profit business in Washington State that is engaged in the rental of residential dwellings as defined by both 42 U.S.C. § 3602(b) and RCW 49.60.040(9). Defendant's principal place of business is located at 1476 E Sumach Street Walla Walla, WA 99362. Defendant markets and rents residential housing to the public. Defendant

1 **3.1.8** Failing or refusing to take such affirmative steps as may be necessary to
2 prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the
3 extent practicable, the effects of Defendant's unlawful practices.

4 **3.2** The provisions of Paragraph 3.1 shall apply to all properties marketed or
5 managed by Defendant TJ Cline, during the term of this Consent Decree, including all
6 dwellings in which Defendant TJ Cline, has or acquires a direct or indirect ownership,
7 management, or other financial interest.

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

9 **4.1** Upon entry of this Consent Decree, Defendant TJ Cline shall implement the
10 Nondiscrimination Policy appearing at **Appendix A**. The Nondiscrimination Policy shall apply to
11 all properties covered by paragraph 3.2 of this Consent Decree.

12 **4.2** Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
13 Defendant TJ Cline shall distribute the Nondiscrimination Policy to all its current tenants. For
14 individuals who become tenants later than fourteen (14) days after the entry of this Consent
15 Decree, Defendant TJ Cline shall distribute the Nondiscrimination Policy to them at the time the
16 lease agreement is signed.

17 **4.3** Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
18 Defendant TJ Cline shall take the following steps to notify the public of the Nondiscrimination
19 Policy:

20 **4.3.1** Prominently post at any rental office that is used for the rental of
21 dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches,
22 indicating that all apartments are available for rent on a nondiscriminatory basis;

23 **4.3.2** Prominently post on any webpage or internet advertisement used to
24 promote Defendant TJ Cline's business that all apartments are available for rent on a
25 nondiscriminatory basis; and
26

1 in advance by the Office of the Attorney General. Defendant TJ Cline shall obtain confirmation of
2 attendance for each individual who receives training including the date, name of the course, length
3 of the course, name of the instructor, and name of the individual who completed the course.
4 Copies of these certificates, in the form of **Appendix C**, shall be submitted to the Office of the
5 Attorney General. Defendant TJ Cline shall bear any expenses associated with this training.

6 **VI. COMPLIANCE TESTING**

7 **6.1** The Attorney General may take steps to monitor Defendant TJ Cline's
8 compliance with this Consent Decree including, but not limited to, conducting fair housing
9 tests at any office(s) or location(s) at which Defendant TJ Cline conducts marketing, rental, or
10 property management activities.

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

12 **7.1** Defendant TJ Cline shall, no later than fourteen (14) days after occurrence,
13 provide to the Attorney General notification and documentation of the following events:

14 **7.1.1** Any change to the rules or practices regarding the Nondiscrimination
15 Policy (**Appendix A**);

16 **7.1.2** Proof of notification of the Consent Decree and Nondiscrimination
17 Policy, including executed copies of **Appendix B**, and a list of the names and addresses
18 for all tenants to whom the Nondiscrimination Policy was provided;

19 **7.1.3** Proof of completion of the required fair housing training in the form of
20 **Appendix C**; and

21 **7.1.4** Any written or oral complaint against Defendant TJ Cline, or TJ Cline's
22 agents or employees, regarding discrimination in housing. The notification shall include
23 the full details of the complaint, including the complainant's name, address, and
24 telephone number. If the complaint is written, Defendant TJ Cline shall provide a copy
25 of the written complaint with the notification. Upon the Attorney General's request,
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1 Defendant TJ Cline shall also provide, within fourteen (14) days of the request, all
2 information concerning any such complaint and the substance of any resolution of such
3 complaint.

4 **7.2** Within six (6) months of entry of this Consent Decree, and every six (6) months
5 thereafter for the duration of this Consent Decree, Defendant TJ Cline shall deliver to the
6 Attorney General executed copies of **Appendices B** and **C**, to the extent not previously
7 provided.

8 **7.3** Upon reasonable notice to counsel for Defendant TJ Cline, representatives of the
9 Office of the Attorney General shall be permitted to access, inspect, and/or copy all business
10 records or documents under control of Defendant TJ Cline and depose any principal, officer,
11 director, agent, manager, employee, or representative of Defendant TJ Cline in order to monitor
12 compliance with this Consent Decree.

13 **VIII. PAYMENT**

14 **8.1** Pursuant to RCW 19.86.140, RCW 19.86.080, and RCW 49.60.030(2),
15 Defendant TJ Cline shall pay \$5,000 to the Attorney General, of which no more than \$4,000
16 shall be designated as a civil penalty.

17 **8.2** The Attorney General shall use the funds not designated as a civil penalty for
18 recovery of its fees and costs in investigating this matter, future monitoring and enforcement of
19 this Consent Decree, consumer restitution, damages, cy pres to remediate the impacts of
20 housing discrimination, or for any lawful purpose in the discharge of the Attorney General's
21 duties at the sole discretion of the Attorney General.

22 **8.3** Failure to pay these funds within fourteen (14) days of entry of the Consent
23 Decree shall be a material breach of this Consent Decree. The payment shall be made by a
24 valid check, made payable to the "Attorney General -- State of Washington", and shall be
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1 delivered to the Office of the Attorney General, Attention: Chalia Stallings-Ala'ilima, Civil
2 Rights Unit, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188.

3 **IX. ENTRY AND DURATION**

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

7 **9.2** The Attorney General may move the Court to extend the duration of the
8 Consent Decree in the event of noncompliance, whether intentional or not, with any of its
9 terms, or if it believes the interests of justice so require.

10 **9.3** Violation of any of the terms of this Consent Decree shall constitute a violation
11 of an injunction for which civil penalties of up to \$25,000 per violation may be sought by the
12 Attorney General pursuant to RCW 19.86.140, in addition to such other remedies as may be
13 provided by law, including the imposition by the Court of injunctions, restitution, civil
14 penalties, and costs, including reasonable attorneys' fees.

15 **X. ADDITIONAL PROVISIONS**

16 **10.1** This Consent Decree shall be binding upon and inure to the benefit of
17 Defendant TJ Cline's successors and assigns. Defendant TJ Cline and its successors and assigns
18 shall notify the State at least thirty (30) days prior to any change-in-control of Defendant TJ
19 Cline that would change the identity of the corporate entity responsible for compliance
20 obligations arising under this Consent Decree, including but not limited to dissolution,
21 assignment, sale, merger, or other action that would result in the emergence of a successor
22 corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that engages in
23 any acts or practices subject to this order.
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1 Richard Wernette 8-18-17
2 RICHARD WERNETTE, WSBA# 15911
3 Attorney for TJ Cline, L.L.C.
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APPENDIX A
NONDISCRIMINATION POLICY

It is the policy of TJ Cline, L.L.C. 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, TJ Cline, L.L.C. 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:

- 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 TJ Cline, L.L.C. 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 may contact the Washington Attorney General's office toll-free at (844) 323-3864 or the Washington State Human Rights Commission at (800) 233-3247.

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

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