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SEP 14 2017

SPokane County Clerk

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

STATE OF WASHINGTON,
Plaintiff,
v.
DOMUS URBIS, LLC,
Defendant.

NO. 17203584-4
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 Domus Urbis, LLC ("Domus Urbis") 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").

1.2. The parties have voluntarily agreed, as indicated by the signatures below, to resolve the claims against Defendant without the necessity of a trial on the merits. All communications related to this Consent Decree may be directed to: Civil Rights Unit, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA, 98104.

1.3. The parties agree that this Consent Decree does not constitute evidence or an admission regarding the existence or non-existence of any issue, fact, or violation of any law alleged by the Attorney General with the exception that Defendant admits to the jurisdiction of this Court.

COPY
COPY SUPPLIED

SEP 14 2017

SPOKANE COUNTY CLERK

(Copy Receipt)

Clerk's Date Stamp

 <p style="text-align: center;">SUPERIOR COURT OF WASHINGTON COUNTY OF SPOKANE</p>	<p>JUDGE RAYMOND F. CLARY 94</p>
<p>STATE OF WASHINGTON</p> <p>Plaintiff(s)/Petitioner(s),</p> <p>vs.</p> <p>DOMUS URBIS, LLC</p> <p>Defendant(s)/Respondent(s).</p>	<p>CASE NO. 2017-02-03584-4</p> <p>CASE ASSIGNMENT NOTICE AND ORDER (NTAS)</p> <p>CASE STATUS CONFERENCE DATE: DECEMBER 15, 2017 AT 9:00 AM</p>

ORDER

YOU ARE HEREBY NOTIFIED that this case is preassigned for all further proceedings to the judge noted above. **You are required to attend a Case Status Conference before your assigned judge on the date also noted above. The Joint Case Status Report must be completed and brought to the Status Conference. A Case Schedule Order, with the trial date, will be issued at the Status Conference.**

Under the individual calendar system, the court will operate on a four-day trial week. Trials will commence on Monday, Tuesday, Wednesday or Thursday. Motion Calendars are held on Friday. All motions, other than ex parte motions, must be scheduled with the assigned judge. Counsel must contact the assigned court to schedule motions and working copies of all motion pleadings must be provided to the assigned court at the time of filing with the Clerk of Court. Pursuant to LCR 40 (b) (10), motions must be confirmed no later than 12:00 noon two days before the hearing by notifying the judicial assistant for the assigned judge.

Please contact the assigned court to schedule matters regarding this case. You may contact the assigned court by phone, court department e-mail or through the Spokane County Superior Court web page at <http://www.spokanecounty.org/1140/Superior-Court>

DATED: 09/14/2017



MICHAEL P. PRICE
PRESIDING JUDGE

NOTICE: The plaintiff shall serve a copy of the Case Assignment Notice on the defendant(s).

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CLERK OF SUPERIOR COURT

SEP 14 2017

SPOKANE COUNTY CLERK

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IN AND FOR THE COUNTY OF SPOKANE

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II. INVESTIGATION

2.1. Defendant Domus Urbis is a for-profit business in Washington State engaged in the rental of residential dwellings as defined by both 42 U.S.C. § 3602(b) and RCW 49.60.040(9). Domus Urbis's principal place of business on file with the WA Secretary of State is 509 N Brower #2 Medical Lake, WA 99022. Domus Urbis managed, marketed and rented residential housing to the public at 1515 and 1519 West Sharp Avenue Spokane, WA 99201 until the property was sold in March 2017.

2.2. In October 2016, the State of Washington conducted an investigation to evaluate Defendant's compliance with the FHA and WLAD. The investigation revealed Defendant violated the FHA and WLAD by refusing to rent and/or refusing to negotiate the rental of a dwelling to a prospective tenant based on the use of rental assistance provided by the U.S. Department of Veterans Affairs and U.S. Department of Housing and Urban Development to veterans with disabilities ("VASH voucher").

2.3. Defendant posted an advertisement on Craigslist for a one bedroom apartment at 1515 and 1519 West Sharp Avenue Spokane, WA 99201. The advertisement directed the public to <http://www.apartmentsforrentspokane.com> for more information, photos and floor plans. Defendant was contacted by email regarding the residential rental. Defendant was notified by the inquirer that he had a VASH voucher and was asked if Defendant took "veteran Vash vouchers." The inquiry further included information to the Defendant that the VASH voucher helped the inquirer pay "a really good portion" of his rent. Defendant's representative responded that Defendant was "not taking vouchers at this time." Defendant's email response was signed "Jessica."

Wherefore, it is **ORDERED, ADJUDGED, and DECREED:**

III. INJUNCTION

3.1. Defendant Domus Urbis, its agents, employees, successors, and all other persons in active concert or participation with it, is enjoined with respect to the rental of dwellings from:

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. Discriminating against any person on the basis of disability and/or veteran
6 status in any aspect of the rental of a dwelling;

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. Aiding, abetting, encouraging, or inciting the commission of an unfair or
10 discriminatory practice;

11 3.1.5. Failing or refusing to notify the public that dwellings owned or operated by
12 Defendant are available to all persons, including those who use VASH vouchers, on a non-
13 discriminatory basis; and

14 3.1.6. Failing or refusing to take such affirmative steps as may be necessary to
15 prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the
16 extent practicable, the effects of Defendant’s unlawful practices.

17 3.2. Domus Urbis agrees not to engage in the practices described in paragraph 3.1. This
18 provision shall apply to all residential dwellings marketed or managed by Domus Urbis or its
19 principals, officers, managers, or agents during the term of this Consent Decree, including all
20 dwellings in which Domus Urbis or its principals, officers, managers, or agents has or acquires
21 a direct or indirect ownership or management interest.

22 3.3. Jessica Glenn agrees not to engage in the practices described in paragraph 3.1 on
23 behalf of any other residential rental business in which she is listed with the WA Secretary of
24 State as a registered agent or governing person.

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

2 **4.1.** Upon entry of this Consent Decree, Defendant Domus Urbis shall implement the
3 Nondiscrimination Policy appearing at **Appendix A**. The Nondiscrimination Policy shall apply to
4 all properties covered by paragraph 3.2. of this Consent Decree.

5 **4.2.** Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
6 Defendant Domus Urbis shall distribute the Nondiscrimination Policy to all its current tenants. For
7 individuals who become tenants later than fourteen (14) days after the entry of this Consent Decree,
8 Defendant Domus Urbis shall distribute the Nondiscrimination Policy to them at the time the lease
9 agreement is signed.

10 **4.3.** Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
11 Defendant Domus Urbis shall take the following steps to notify the public of the Nondiscrimination
12 Policy:

13 **4.3.1.** Prominently post at any rental office that is used for the rental of dwellings,
14 a fair housing sign no smaller than ten (10) inches by fourteen (14) inches, indicating that
15 all apartments are available for rent on a nondiscriminatory basis;

16 **4.3.2.** Prominently post on any webpage or internet advertisement used to promote
17 Defendant Domus Urbis's business that all apartments are available for rent on a
18 nondiscriminatory basis; and

19 **4.3.3.** Include the following phrase in the rental application(s) and the rental
20 agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater
21 size to those of the text in the body of the document:

22 We do not discriminate in any term, condition, or privilege of
23 rental on the basis of race, color, religion (creed), gender,
24 gender expression, age, national origin (ancestry), disability,
25 marital status, familial status, sexual orientation, or military
26 status, in any of our activities or operations, which include the
marketing and rental of residential dwellings. We charge the
same amount of rent, deposit(s), and fee(s) regardless if part or
all of the tenants' income is related to membership in a

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VI. COMPLIANCE TESTING

6.1. The Attorney General may take steps to monitor Defendant Domus Urbis's compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) or location(s) at which Defendant Domus Urbis and/or its agent, Jessica Glenn, conducts marketing, rental, or property management activities.

VII. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS

7.1. Defendant Domus Urbis shall, no later than fourteen (14) days after occurrence, provide to the Attorney General notification and documentation of the following events:

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

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

7.1.3. Proof of completion of the required fair housing training in the form of Appendix C; and

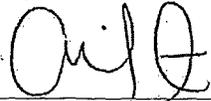
7.1.4. Any written or oral complaint against Defendant Domus Urbis, or Domus Urbis's agents or employees, regarding discrimination in housing. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. If the complaint is written,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

7.2. Within six (6) months after entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, Defendant Domus Urbis shall deliver to the Attorney General executed copies of Appendices B and C, to the extent not previously provided.

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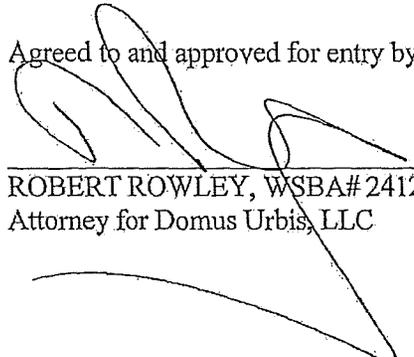
Presented by:

ROBERT W. FERGUSON
Attorney General



CHALIA STALLINGS-ALA'ILIMA, WSBA #40694
Assistant Attorney General
Civil Rights Unit
Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 326-5480
ChaliaS@atg.wa.gov

Agreed to and approved for entry by:



ROBERT ROWLEY, WSBA# 24128
Attorney for Domus Urbis, LLC

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APPENDIX A
NONDISCRIMINATION POLICY

It is the policy of Domus Urbis, LLC 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, Domus Urbis, LLC 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 Domus Urbis, LLC 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.

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APPENDIX B
ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND
NONDISCRIMINATION POLICY

I acknowledge that on _____, 20___, I was provided copies of the Consent Decree entered by the Court in *State of Washington v. Domus Urbis, LLC*, Civil Action No. _____ (Spokane County Superior Court) and the Nondiscrimination Policy adopted by Domus Urbis, LLC pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title/Position

Date

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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