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

STATE OF WASHINGTON,

Plaintiff,

v.

CELSKI & ASSOCIATES, INC.,

Defendant.

NO. 17-2-03255-4
ASSURANCE OF
DISCONTINUANCE

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 Celski & Associates, Inc. ("Defendant") 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 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. Filed pursuant to RCW 19.86.100, this Assurance of Discontinuance is a settlement of a disputed matter.

II. INVESTIGATION

2.1 Defendant is a for-profit business that is engaged in the rental of residential dwellings in the state of Washington as defined by 42 U.S.C. § 3602(b) and RCW 49.60.040(9). Defendant's principal place of business is 5219 W Clearwater Ave. #16 Kennewick, WA 99336. Defendant markets, manages and rents residential housing to the public in Washington State. Celski manages multi-family residential rental properties, including at Tanglewood Apartments, LLC located at 465 N Arthur St. Kennewick, WA 99336.

2.2 The State of Washington conducted an investigation involving Defendant's compliance with the FHA, the WLAD, and the CPA. The investigation revealed that in September 2016, Defendant refused to rent and/or refused 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.

III. ASSURANCE OF DISCONTINUANCE

3.1 The Attorney General deems the following to constitute unfair practices with respect to real estate transactions in violation of the FHA, WLAD, and the CPA:

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

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

1 **3.1.3** Making statements in connection with the rental of a dwelling that express
2 a preference, limitation, or discrimination based on veteran status or disability;

3 **3.1.4** Applying a blanket prohibition against any rental applicant who uses a
4 VASH voucher;

5 **3.1.5** Aiding, abetting, encouraging, or inciting the commission of an unfair or
6 discriminatory practice;

7 **3.1.6** Failing or refusing to notify the public that dwellings owned or operated by
8 Defendant are available to all persons, including those who use VASH vouchers, on a non-
9 discriminatory basis;

10 **3.2** Defendant agrees not to engage in the practices described in paragraph 3.1. This
11 provision shall apply to all residential dwellings marketed or managed by Defendant during the
12 term of this Assurance of Discontinuance, including all dwellings in which Defendant has or
13 acquires a direct or indirect ownership, management, or other financial interest.

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

15 **4.1** Upon entry of this Assurance of Discontinuance, Defendant agrees to implement
16 the Nondiscrimination Policy appearing at **Appendix A**. The Nondiscrimination Policy shall apply
17 to all properties covered by paragraph 3.2 of this Assurance of Discontinuance.

18 **4.2** Within fourteen (14) days of entry of this Assurance of Discontinuance, and
19 throughout its term, Defendant shall distribute the Nondiscrimination Policy to each of its current
20 tenants. For individuals who become tenants later than fourteen (14) days after the entry of this
21 Assurance of Discontinuance, Defendant shall distribute the Nondiscrimination Policy to them at
22 the time the lease agreement is signed.

23 **4.3** Within fourteen (14) days of entry of this Assurance of Discontinuance, and
24 throughout its term, Defendant shall take the following steps to notify the public of the
25 Nondiscrimination Policy:

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1 Nondiscrimination Policy to each such agent or employee and secure a signed statement from each
2 agent or employee acknowledging that he or she has received and read the Assurance of
3 Discontinuance, and agrees to abide by the relevant provisions of the Assurance of Discontinuance
4 and the Nondiscrimination Policy. This statement shall be in the form of **Appendix B**.

5 **5.3** Within ninety (90) days from the date of entry of this Assurance of Discontinuance,
6 Defendant and all its principals, officers, directors, agents, managers, and employees shall undergo
7 in-person fair housing training with specific emphasis on veteran status and disability
8 discrimination. The training shall be conducted by an independent, qualified third party, approved
9 in advance by the Office of the Attorney General. Defendant shall obtain confirmation of
10 attendance for each individual who receives training including the date, name of the course, length
11 of the course, name of the instructor, and name of the individual who completed the course. Copies
12 of these certificates, in the form of **Appendix C**, shall be submitted to the Office of the Attorney
13 General. Defendant shall bear any expenses associated with this training:

14 **VI. COMPLIANCE TESTING**

15 **6.1** The Attorney General may take steps to monitor Defendant's compliance with
16 this Assurance of Discontinuance including, but not limited to, conducting fair housing tests at
17 any office(s) or location(s) at which Defendant conducts marketing, rental, or property
18 management activities.

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

20 **7.1** Defendant shall, no later than fourteen (14) days after occurrence, provide to the
21 Attorney General notification and documentation of the following events:

22 **7.1.1** Any change to the rules or practices regarding the Nondiscrimination
23 Policy (**Appendix A**); and

24 **7.1.2** Any written or oral complaint against Defendant, or Defendant's agents
25 or employees, regarding discrimination because of veteran status, disability or other
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1 protected status. The notification shall include the full details of the complaint, including
2 the complainant's name, address, and telephone number. If the complaint is written,
3 Defendant shall provide a copy of the written complaint with the notification. Upon the
4 Attorney General's request, Defendant shall also provide, within fourteen (14) days of
5 the request, all information concerning any such complaint and the substance of any
6 resolution of such complaint.

7 **7.1.3 Proof of completion of the required fair housing training in the form of**
8 **Appendix C; and**

9 **7.1.4 Any written or oral complaint against Defendant, or its agents or**
10 **employees, regarding discrimination in housing. The notification shall include the full**
11 **details of the complaint, including the complainant's name, address, and telephone**
12 **number. If the complaint is written, Defendant shall provide a copy of the written**
13 **complaint with the notification. Upon the Attorney General's request, Defendant shall**
14 **also provide, within fourteen (14) days of the request, all information concerning any**
15 **such complaint and the substance of any resolution of such complaint.**

16 **7.2 Within six (6) months of entry of this Assurance of Discontinuance, and every**
17 **six (6) months thereafter for the duration of this Assurance of Discontinuance, Defendant shall**
18 **deliver to the Attorney General executed copies of Appendices B and C, to the extent not**
19 **previously provided.**

20 **7.3 Upon reasonable notice to counsel for Defendant, representatives of the Office of**
21 **the Attorney General shall be permitted to access, inspect, and/or copy all reasonable business**
22 **records or documents, including but not limited to copies of Appendices A-C as required herein,**
23 **under control of Defendant and depose any principal, officer, director, agent, manager,**
24 **employee, or representative of Defendant in order to monitor compliance with this Assurance of**
25 **Discontinuance.**

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VIII. PAYMENT

8.1 Pursuant to RCW 19.86.140, RCW 19.86.080, and RCW 49.60.030(2), Defendant shall pay \$5,000 to the Attorney General.

8.2 The Attorney General shall use the funds not designated as a civil penalty for recovery of its fees and costs in investigating this matter, future monitoring and enforcement of this Assurance of Discontinuance, consumer restitution, damages, or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

8.3 Defendant shall make the payment described in ¶ 8.1 in monthly payments of \$250, the first of which is due within fourteen (14) days of entry of this Assurance of Discontinuance, and every month thereafter until the principal amount is paid in full. Failure to pay these funds shall be a material breach of this Assurance of Discontinuance. The payments shall be made by a valid check, made payable to the "Attorney General – State of Washington", and shall be delivered to the Office of the Attorney General, Attention: Chalia Stallings-Ala'ilima, Civil Rights Unit, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188.

IX. ENTRY AND DURATION

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

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

1 X. ADDITIONAL PROVISIONS

2 10.1 This Assurance of Discontinuance shall be binding upon and inure to the benefit
3 of Defendant's successors and assigns. Defendant and its successors and assigns shall notify the
4 Attorney General at least thirty (30) days prior to any change-in-control of Defendant that would
5 change the identity of the corporate entity responsible for compliance obligations arising under
6 this Assurance of Discontinuance, including but not limited to dissolution, assignment, sale,
7 merger, or other action that would result in the emergence of a successor corporation; or the
8 creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices
9 subject to this order.

10 10.2 Nothing in this Assurance of Discontinuance shall be construed to limit or bar
11 any other governmental entity or person from pursuing other available remedies against
12 Defendant or any other person.

13 10.3 The parties agree that, as of the date of the entry of this Assurance of
14 Discontinuance, litigation is not "reasonably foreseeable" concerning the matters described
15 above. To the extent that either party previously implemented a litigation hold to preserve
16 documents, electronically stored information (ESI), or things related to the matters described
17 above, the party is no longer required to maintain such litigation hold. Nothing in this paragraph
18 relieves either party of any other obligations imposed by this Assurance of Discontinuance.

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20 Approved on this 17th day of January, 2018
2017

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23 JUDGE/COURT COMMISSIONER
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1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

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5 CHALIA STALLINGS-ALA'ILIMA, 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

13 Agreed to and approved for entry by:

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15 JASON CELSKI, WSBA# 37848
16 Attorney for Celski & Associates, Inc.

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APPENDIX A
NONDISCRIMINATION POLICY

It is the policy of Celski & Associates, Inc. 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, Celski & Associates, Inc. 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 Celski & Associates, Inc. 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 ASSURANCE OF DISCONTINUANCE
AND NONDISCRIMINATION POLICY

I acknowledge that on _____, 20__ , I was provided copies of the Assurance of Discontinuance entered by the Court in *State of Washington v. Celski & Associates, Inc.*, Civil Action No. _____ (Benton County Superior Court) and the Nondiscrimination Policy adopted by Celski & Associates, Inc. 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