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

STATE OF WASHINGTON,  
Plaintiff,  
v.  
DSB INVESTMENTS, LLC,  
Defendant.

NO.  
ASSURANCE OF  
DISCONTINUANCE

The State of Washington, by and through its attorneys, Robert W. Ferguson, Attorney General, and Colleen M. Melody, Assistant Attorney General, files this Assurance of Discontinuance pursuant to RCW 19.86.100. All communications related to this Assurance of Discontinuance may be directed to: Civil Rights Unit, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA, 98104.

**I. PARTIES**

1.1. The Attorney General initiated an investigation into the business practices of Defendant, DSB INVESTMENTS, LLC.

1.2. The Defendant is a for-profit business in Washington State and is engaged in the rental of residential dwellings as defined by RCW 49.60.040(9). The Defendant's principal

1 place of business is located at 95 South Tobin Street, Suite 201, Renton, Washington. The  
2 Defendant owns and operates multi-family residential rental properties, including Glacier View  
3 Apartments located at 5904 Highway Place, Everett, Washington.

4  
5 1.3. This Assurance of Discontinuance is a settlement of a disputed matter. The  
6 Attorney General alleges that the Defendant engaged in unfair real estate practices and employed  
7 discriminatory terms and conditions with respect to its management of Glacier View Apartments.  
8 The Defendant denies these allegations. In order to avoid costly and protracted litigation, the  
9 parties agree that the Attorney General's claims should be resolved without further proceedings.

## 10 II. INVESTIGATION

11 2.1. The Attorney General deems and the Defendant acknowledges the following to  
12 constitute unfair practices with respect to real estate transactions in violation of the Washington  
13 Law Against Discrimination, RCW 49.60.222(1)(b), 49.60.222(1)(g), and 49.60.2235, and the  
14 Consumer Protection Act, RCW 19.86.020.

15  
16 2.1.1. Discriminating against any person in the terms, conditions, or privileges  
17 of renting a dwelling unit, or in the provision of services or facilities connected  
18 therewith, because of race or color;

19 2.1.2. Discriminating in the application of a "Parking/Vehicles" policy on the  
20 basis of race or color, including by targeting cars associated with African Americans  
21 for towing while allowing other cars in similar or worse condition to remain on the  
22 property;

23 2.1.3. Making statements that describe cars associated with African Americans  
24 as unsightly or devaluing the property; and  
25  
26

1           2.1.4. Refusing to perform or delaying performance of necessary maintenance  
2 or repairs to residential units because the tenants have previously exercised their fair  
3 housing rights.

4                                   **III. ASSURANCE OF DISCONTINUANCE**

5           3.1. The Defendant agrees to discontinue and/or not engage in the unfair practices  
6 described in section 2.1.

7           3.1.1. The following circumstances will not be considered a violation of section  
8                                   2.1.4:

9           3.1.1.1. The Defendant's inability to conduct repairs due to the tenants' refusal to  
10 allow access to the premises;

11           3.1.1.2. The Defendant's refusal to conduct repairs or maintenance for defects  
12 that do not exist in the premises or defects caused by tenants;

13           3.1.1.3. The Defendant's refusal to conduct repairs because the Defendant  
14 reasonably believes the repair is not required by the Residential Landlord  
15 Tenant Act, local ordinances, or the rental agreement; or

16           3.1.1.4. The Defendant's refusal or inability to conduct repairs or maintenance for  
17 other reasons not related to the tenants' exercise of their fair housing  
18 rights.  
19

20           3.2. This Assurance of Discontinuance shall not be considered as an admission of a  
21 violation for any purpose. The Defendant and the Office of the Attorney General agree that no  
22 provision of the Assurance of Discontinuance operates as a penalty, forfeiture, or punishment  
23 under the laws of Washington.  
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1            3.3. The Defendant understands and agrees that this Assurance of Discontinuance  
2 applies to the Defendant, its principals, officers, directors, agents, managers, employees,  
3 representatives, successors, and assigns, jointly and severally, while acting personally or  
4 through any corporation or other business entity.

#### 6    IV.        NONDISCRIMINATION POLICY

7            4.1. Within sixty (60) days of the entry of this Assurance of Discontinuance by the  
8 Court, the Defendant shall adopt a Nondiscrimination Policy covering all of its residential rental  
9 properties. The Nondiscrimination Policy will be submitted to the Office of the Attorney General  
10 at least ten (10) days before its implementation. The Nondiscrimination Policy will take effect if  
11 the Office of the Attorney General makes no objection to the Nondiscrimination Policy prior to its  
12 proposed effective date.

13  
14            4.2. Within ten (10) days of its adoption, the Defendant shall distribute a copy of this  
15 Assurance of Discontinuance and the Nondiscrimination Policy to all principals, officers,  
16 directors, agents, managers, employees, and representatives who have responsibility for showing,  
17 leasing, managing, or maintaining the Defendant's residential rental properties. During the term  
18 of this Assurance of Discontinuance, any new principal, officer, director, manager, employee, or  
19 representative shall be given a copy of this Assurance of Discontinuance and the  
20 Nondiscrimination Policy within ten (10) days of commencing employment.

#### 22    V.        TRAINING

23            5.1 Within ninety (90) days of the entry of this Assurance of Discontinuance, each of  
24 the Defendant's principals, officers, directors, agents, managers, employees, and representatives  
25 who have responsibility for showing, leasing, managing, or maintaining the Defendant's  
26

1 residential rental properties shall undergo in-person fair housing training. The training shall be  
2 conducted by an independent, qualified third party, approved in advance by the Office of the  
3 Attorney General. The Defendant shall obtain confirmation of attendance for each individual who  
4 receives training including the date, name of the course, length of the course, name of the  
5 instructor, and name of the individual who completed the course. Copies of these certificates shall  
6 be submitted to the Office of the Attorney General. The Defendant shall bear any expenses  
7 associated with this training.  
8

#### 9 VI. RECORDKEEPING

10 6.1. Effective immediately and for the term of this Assurance of Discontinuance, the  
11 Defendant shall maintain all records that relate to its obligations under this Assurance of  
12 Discontinuance, including, but not limited to: tickets, logs, and photographs related to vehicle  
13 towing; maintenance requests; work orders; training confirmations; and any complaints made  
14 or received that implicate the Nondiscrimination Policy.  
15

16 6.2. Upon reasonable notice to counsel for the Defendant, representatives of the  
17 Office of the Attorney General shall be permitted to access, inspect, and/or copy all business  
18 records or documents under control of the Defendant and depose any principal, officer,  
19 director, agent, manager, employee, or representative of the Defendant in order to monitor  
20 compliance with this Assurance of Discontinuance.  
21

#### 22 VII. TOWING EXPENSES

23 7.1. Pursuant to RCW 19.86.080, the Defendant voluntarily agrees to pay towing  
24 expenses incurred by Tina Lewis. Within thirty (30) days of entry of this Assurance of  
25 Discontinuance, the Defendant shall deliver to the Office of the Attorney General a check made  
26

1 payable to Tina Lewis in the amount of \$657.38. When the Office of the Attorney General  
2 receives the check and a release from Tina Lewis in the form of Appendix A, the Office of the  
3 Attorney General shall deliver the check to Tina Lewis and the original, signed release to counsel  
4 for the Defendant.  
5

#### 6 **VIII. COSTS AND FEES**

7 **8.1.** Pursuant to RCW 19.86.080, the Defendant voluntarily agrees to pay attorneys'  
8 costs and fees incurred in ensuring compliance with applicable law. Within thirty (30) days of the  
9 entry of this Assurance of Discontinuance, the Defendant shall deliver to the Office of the  
10 Attorney General a check made payable to "Attorney General – State of Washington" in the  
11 amount of \$1,250.00.  
12

#### 13 **IX. ENTRY AND DURATION**

14 **9.1.** The Defendant understands and agrees that if this Assurance of Discontinuance  
15 is accepted by the Office of the Attorney General, it will be submitted to the King County  
16 Superior Court for approval pursuant to RCW 19.86.100. The Defendant waives any further  
17 notice that this Assurance of Discontinuance has been submitted to, or filed with, the Court.  
18 Counsel for the Defendant agrees to accept electronic service of a conformed or Court-certified  
19 copy.  
20

21 **9.2.** This Assurance of Discontinuance shall remain in effect for two (2) years after  
22 the date of entry.  
23

#### 24 **X. ADDITIONAL PROVISIONS**

25 **10.1.** The Defendant acknowledges that no other promises, representations, or  
26 agreements of any nature have been made or entered into by the parties. The parties further

1 acknowledge that this Assurance of Discontinuance constitutes a single and entire agreement  
2 that is not severable or divisible, except that if any provisions herein are found to be legally  
3 insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

4       **10.2.** This Assurance of Discontinuance shall not be considered an admission of  
5 violation for any purposes, but failure to comply with this Assurance of Discontinuance shall be  
6 prima facie evidence of violations of RCW 19.86.020 and the possibility of imposition by the  
7 Court of injunctions, restitution, civil penalties of up to \$2,000 per violation, and costs, including  
8 reasonable attorneys' fees.

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10       **10.3.** Under no circumstances shall this Assurance of Discontinuance or the name of the  
11 State of Washington or the Office of the Attorney General or any of its employees or  
12 representatives be used by the Defendant or by its principals, officers, directors, agents, managers,  
13 employees, or representatives in conjunction with any business activity of the Defendant. A  
14 violation of this paragraph constitutes a violation of an injunctive term of this Assurance of  
15 Discontinuance.


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17       **10.4.** Nothing in this Assurance of Discontinuance shall be construed so as to limit or  
18 bar any other person or entity from pursuing available legal remedies against the Defendant.

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21 Approved on this \_\_\_\_ day of \_\_\_\_\_, 2015.

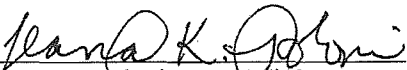
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24 \_\_\_\_\_  
JUDGE/COURT COMMISSIONER

1 Presented by:

2 ROBERT W. FERGUSON  
3 Attorney General

4   
5 Colleen M. Melody WSBA #42275  
6 Assistant Attorney General  
7 Civil Rights Unit  
8 Office of the Attorney General  
9 800 5th Avenue, Suite 2000  
10 Seattle, WA 98104  
11 (206) 464-5342  
12 [ColleenMI@atg.wa.gov](mailto:ColleenMI@atg.wa.gov)

11 Agreed to and approved for entry by:

12  
13   
14 Jeana K. Poloni, WSBA #43172  
15 Loeffler Law Group PLLC  
16 500 Union Street, Suite 1025  
17 Seattle, WA 98101  
18 (206) 443-4545  
19 [jpoloni@loefflerlegal.com](mailto:jpoloni@loefflerlegal.com)

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APPENDIX A

In consideration of the agreement between the Office of the Attorney General and DSB Investments, LLC and in consideration for the payment of \$657.38 for reimbursed towing expenses, I, Tina Lewis, do hereby release and discharge DSB Investments, LLC, along with its insurers, attorneys, officers, employees, agents, and successors, for any and all claims related to the towing of my vehicles on March 11, 2015. This release includes any claims I have or may have had related to actions or statements made by officers, employees, or agents of DSB Investments, LLC with respect to my vehicles.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address