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EXP07

FILED
KING COUNTY, WASHINGTON
JAN 19 2017
SUPERIOR COURT CLERK

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

STATE OF WASHINGTON,

Plaintiff,

v.

WEIDNER PROPERTY MANAGEMENT
LLC,

Defendant.

NO. 17-2-00821-4 SEA

ASSURANCE OF
DISCONTINUANCE

I. INTRODUCTION

1.1. The State of Washington, by and through its attorneys, Robert W. Ferguson, Attorney General, and Marsha J. Chien, Assistant Attorney General, accepts this Assurance of Discontinuance following its investigation of Weidner Property Management, LLC (“Weidner”) 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. §§ 3601-3619 (“FHA”); the Washington Law Against Discrimination, RCW 49.60.222 (“WLAD”); and the Washington Consumer Protection Act, RCW 19.86.020 (“CPA”).

1.2. Weidner 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

1 49.60.040(9). In addition to Washington State, Weidner operates residential dwellings in
2 Alaska, ... Arizona, California, Colorado, Minnesota, Oklahoma, Texas, ... and Utah.
3 Weidner's principal place of business is located at 9757 NE Juanita Dr., Suite 300,
4 Kirkland, WA 98034. Weidner owns and operates multi-family residential rental properties,
5 including Cove Apartment Homes located at 33131 1st Ave SW, Federal Way WA 98023.

6 1.3. The parties have voluntarily agreed, as indicated by the signatures below, to
7 resolve the assertions against Weidner without the necessity of litigation or a trial on the merits.
8 Weidner denies the State of Washington's assertions that Weidner has discriminated against
9 tenant applicants based on race or color, or otherwise violated the FHA, WLAD, and the CPA.
10 Nothing in this Assurance of Discontinuance constitutes or may be construed as an admission
11 of liability as to the assertions of the State of Washington. Filed pursuant to RCW 19.86.100,
12 this Assurance of Discontinuance is a settlement of a disputed matter. In order to avoid costly
13 and protracted litigation, the parties agree that the Attorney General's claims should be
14 resolved without further proceedings. All communications related to this Assurance of
15 Discontinuance may be directed to: Civil Rights Unit, Office of the Attorney General, 800 Fifth
16 Avenue, Suite 2000, Seattle, WA, 98104.

17 II. ASSURANCE OF DISCONTINUANCE

18 A. Standards of Practice

19 2.1. The Attorney General deems the following to constitute unfair practices with
20 respect to real estate transactions in violation of the FHA, WLAD and the CPA:

21 2.1.1. Denying, or refusing to negotiate for the rental of, or otherwise making
22 unavailable a dwelling, because of race or color;

23 2.1.2. Denying a dwelling to rental applicants with a criminal history without
24 consideration of when the criminal conviction occurred, what the underlying conduct
25 entailed, and/or what the convicted person has done since the conviction;
26

1 2.1.3. Making statements in connection with the rental of a dwelling that
2 express a prohibition against any person with a criminal history and that discourage
3 applicants with criminal histories; or

4 2.1.4. Requiring non-citizens provide proof of work visas or any other
5 additional document not requested of all other applicants.

6 2.2. Weidner agrees not to engage in the practices described in paragraph 2.1. This
7 provision shall apply to Cove Apartment Homes and all dwellings which Weidner has a
8 direct or indirect ownership, management, or other financial interest.

9
10 **B. Non-Discrimination Policy and Notice to Public**

11 2.3 On August 2, 2016, Weidner adopted a policy addressing the use of
12 individuals' criminal history in housing transactions. This policy is attached as
13 Appendix A. It is Weidner's position that this policy complies with the U.S.
14 Department of Housing and Urban Development's April 4, 2016 Guidance and exceeds
15 the requirements of the FHA, WLAD and the CPA.

16 2.4 Upon entry of this Assurance of Discontinuance, Weidner agrees to also
17 implement the Nondiscrimination Policy appearing at Appendix B at dwellings in the State of
18 Washington in which Weidner has a direct or indirect ownership, management, or financial
19 interest.

20 2.5 Within fourteen (14) days of entry of this Assurance of Discontinuance, and
21 throughout its term, Weidner agrees to distribute the Nondiscrimination Policy appearing at
22 Appendix B to all its current tenants in the State of Washington.

23 2.6 Within fourteen (14) days of entry of this Assurance of Discontinuance, and
24 throughout its term, Weidner agrees to take the following steps to notify the public of the
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1 Nondiscrimination Policy appearing at **Appendix B**:

2 2.6.1. Prominently post at any rental office that is used for the rental of
3 dwellings in the State of Washington, a fair housing sign no smaller than ten (10)
4 inches by fourteen (14) inches, indicating that all apartments are available for rent on a
5 nondiscriminatory basis and that any criminal history will be evaluated in consideration
6 of when the crime occurred, what the underlying conduct entailed, and/or what the
7 convicted person has done since the conviction;

8 2.6.2. Include the following language in the rental application(s) and the
9 rental agreement(s) used for rental dwelling units in the State of Washington in
10 boldface type, using letters of equal or greater size to those of the text in the body of the
11 document:

12 We do not automatically exclude rental applicants based on criminal
13 history. Any criminal history will be evaluated in consideration of when the crime
14 occurred, what the underlying conduct entailed, and/or what the rental applicant
15 has done since the conviction. Further, we do not impose any additional
16 requirements on applicants based on citizenship.

17 C. Training

18 2.7 Within fourteen (14) days of the entry of this Assurance of Discontinuance,
19 Weidner agrees to provide a copy of the Nondiscrimination Policy appearing at **Appendix B**
20 to its principals, officers, directors, managers, and employees who have responsibility for
21 leasing units within the State of Washington.

22 2.8. During the term of this Assurance of Discontinuance, within fifteen (15) days
23 after any new employee becomes involved in leasing units within the State of Washington,
24 Weidner agrees to provide a copy of the Nondiscrimination Policy appearing at **Appendix B**
25 to each such employee.

26 2.9. Within ninety (90) days from the date of entry of this Assurance of

1 Discontinuance, Weidner agrees to have all of its employees who have responsibility for
2 leasing units within the State of Washington complete a fair housing training with specific
3 emphasis on the discriminatory impact of criminal history exclusions. Training for all
4 employees will be conducted by Weidner personnel and will be consistent with the PowerPoint
5 presentation provided to the Office of the Attorney General on October 13, 2016. Training for
6 "Screening Analysts" will be conducted by Weidner Training and Compliance Departments
7 with key emphasis on consistent screening practices in accordance with Fair Housing
8 standards. Those individuals who have taken the training since August 1, 2016 will be
9 recognized as having taken the training discussed in this paragraph. Weidner agrees to obtain
10 confirmation of attendance for each individual who receives training including the date, name
11 of the course, length of the course, name of the instructor, and name of the individual who
12 completed the course. Copies of these certificates, in the form of **Appendix C**, shall be
13 submitted to the Office of the Attorney General. Weidner shall bear any expenses associated
14 with this training.

15 III. COMPLIANCE TESTING

16 3.1. To the extent otherwise permissible, the Attorney General may choose to take
17 steps to monitor Weidner's compliance with this Assurance of Discontinuance including, but
18 not limited to, conducting fair housing tests at any office(s) or location(s) in the State of
19 Washington at which Weidner conducts rental activities.

20 IV. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS

21 4.1. Weidner agrees to, no later than fourteen (14) days after occurrence, provide
22 to the Attorney General notification and documentation of the following events:

23 4.1.1. Proof of completion of the required fair housing training in the form of
24 **Appendix C**; and
25
26

1 years from the date of its entry. The Court shall retain jurisdiction for the duration of this
2 Assurance of Discontinuance to enforce its terms.

3 6.2. This Assurance of Discontinuance shall not be considered an admission of
4 violation for any purpose, but, if a Court determines that there has a been a violation of any of
5 the terms of this Assurance of Discontinuance, the AGO may seek civil penalties pursuant to
6 RCW 19.86.140 and/or such other remedies as may be provided by law.

7 **VII. ADDITIONAL PROVISION**

8 7.1. This Assurance of Discontinuance shall be binding upon and inure to the benefit
9 of Weidner's successors and assigns. Weidner and its successors and assigns shall notify the
10 State at least thirty (30) days prior to any change-in-control of Weidner that would
11 change the identity of the corporate entity responsible for compliance obligations arising under
12 this Assurance of Discontinuance, including but not limited to dissolution, assignment, sale,
13 merger, or other action that would result in the emergence of a successor corporation; or the
14 creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices
15 subject to this order.
16

17 7.2. Under no circumstances shall this Assurance of Discontinuance or the name of
18 the State of Washington or the Office of the Attorney General or any of its employees or
19 representatives be used by Weidner or by its principals, officers, directors, agents, managers,
20 employees, or representatives for enforcement or promotion of any business activity of
21 Weidner's.
22

23 Approved on this _____ day of 11/19/ of 2017


24
25 JUDGE/COURT COMMISSIONER

26 Presented by:

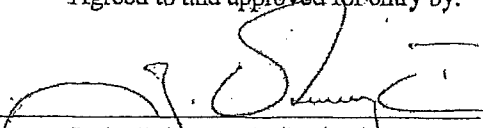
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ROBERT W. FERGUSON
Attorney General



MARSHA CHIEN, WSBA #47020
Assistant Attorney General Civil Rights Unit.
Office of the Attorney General 800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-5342
marshac@atg.wa.gov

Agreed to and approved for entry by:



Jack O'Connor, Authorized Agent
Weider Property Management, LLC
9757 NE Juanita Drive
Suite 300
Kirkland WA 98034

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APPENDIX A

(SEE ATTACHED WEIDNER POLICY)



Policy Regarding Use Of Criminal History

Weidner does not automatically exclude rental applicants based on criminal history. Any criminal history will be evaluated in consideration of when the crime occurred, what the underlying conduct entailed and/or what the rental applicant has done since the conviction.

Effective July 27, 2016

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APPENDIX B
NONDISCRIMINATION POLICY

It is the policy of Weidner Property Management 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, disability, familial status, or sex. This policy means that, among other things, Weidner Property Management LLC, and all their 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 criminal history without considering when the conviction occurred, what the underlying conduct entailed, and what the convicted person has done since the conviction;

B. 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 criminal history alone; or

C. Represent to persons because of an applicant's criminal history that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

D. Requiring non-citizens provide proof of work visas or any other additional document not requested of all other applicants.

Any employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the

1 basis of race, color, religion, national origin, disability, familial status, or sex may constitute a
2 violation of state and federal fair housing laws. Any tenant or applicant who believes that any
3 of the above policies have been violated by any owner or employee may contact the
4 Washington Attorney General's office toll-free at (844) 323-3864 or the Washington State
5 Human Rights Commission at (800) 233-3247.
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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