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

STATE OF WASHINGTON,

NO. 16-2-19043-0

Plaintiff,

CONSENT DECREE

v.

PREMIER RESIDENTIAL, LLC,

Defendant.

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, filed this action against Defendant Premier Residential, LLC ("Premier") 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. §§ 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. Defendant Premier 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 5930 6th Ave #A1, Tacoma WA 98406. Defendant owns and operates multi-family residential rental properties, including The Park at Auburn Apartments located at 510 M Street SE, Auburn WA 98002.

1 1.3. Although Defendant denies any intention to discriminate, the parties have
2 voluntarily agreed, as indicated by the signatures below, to resolve the claims against Defendant
3 without the necessity of a trial on the merits. All communications related to this Consent Decree
4 may be directed to: Civil Rights Unit, Office of the Attorney General, 800 Fifth Avenue, Suite
5 2000, Seattle, WA, 98104.

6 II. INVESTIGATION

7 2.1. In May 2016, the State of Washington conducted testing to evaluate Defendant's
8 compliance with the FHA, the WLAD, and the CPA. Testing is a simulation of a housing
9 transaction that evaluates housing providers' responses to determine whether illegal
10 discrimination is occurring.

11 2.2. Discrimination may occur when housing providers place criminal history
12 restrictions on housing. In Washington, racial disparities exist in the criminal justice system.
13 African Americans are arrested, convicted, and incarcerated at higher rates than non-African
14 Americans. As a result, criminal history-restrictions on housing have a disparate impact on
15 African American renters. Absent a showing that a restriction is justified by a legitimate
16 nondiscriminatory interest and is tailored (i.e., considers when the underlying conduct occurred,
17 what the underlying conduct entailed, or what the convicted person has done since), a housing
18 provider's blanket policy prohibiting tenants based on criminal history discriminates based on
19 race or color and violates the FHA, WLAD, and the CPA.

20 2.3. As set forth below, the State of Washington's testing revealed that Defendant has a
21 blanket policy of rejecting rental applicants with a felony conviction that violates the FHA,
22 WLAD, and the CPA.

23 2.1.1. On May 18, 2016, a tester responded to Defendant's advertisement about
24 a rental property on Craigslist via e-mail. Defendant's Craigslist advertisement
25 indicated that "NO FELONIES!!!" were allowed.
26

1 7.1.2. Proof of notification of the Consent Decree and Nondiscrimination
2 Policy, including executed copies of **Appendix B**, and a list of the names and addresses for all
3 tenants to whom the Nondiscrimination Policy was provided;

4 7.1.3. Proof of completion of the required fair housing training in the form of
5 **Appendix C**; and

6 7.1.4. Any written or oral complaint against Defendant, or Defendant's agents
7 or employees, regarding discrimination in housing. The notification shall include the full
8 details of the complaint, including the complainant's name, address, and telephone number. If
9 the complaint is written, Defendant shall provide a copy of the written complaint with the
10 notification. Upon the Attorney General's request, Defendant shall also provide, within
11 fourteen (14) days of the request, all information concerning any such complaint and the
12 substance of any resolution of such complaint.

13 7.2. Within ninety (90) days of entry of this Consent Decree, and every six (6)
14 months thereafter for the duration of this Consent Decree, Defendant shall deliver to the
15 Attorney General a report containing information regarding their compliance efforts during the
16 preceding reporting period, including but not limited to executed copies of **Appendices B** and
17 **C**, to the extent not previously provided.

18 7.3. Upon reasonable notice to counsel for the Defendant, representatives of the
19 Office of the Attorney General shall be permitted to access, inspect, and/or copy all business
20 records or documents under control of Defendant and depose any principal, officer, director,
21 agent, manager, employee, or representative of Defendant in order to monitor compliance with
22 this Consent Decree.

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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, of which no more than \$4,000 shall be designated as a civil penalty.

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 Consent Decree, future enforcement of RCW 19.86 and RCW 49.60, consumer restitution, damages, cy pres to remediate the impacts of housing discrimination, or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

8.3. Failure to pay these funds within fourteen (14) days of entry of the Consent Decree shall be a material breach of this Consent Decree. The payment 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: Marsha Chien, Civil Rights Unit, 800 5th Avenue, Suite 2000, Seattle, Washington 98104-3188.

IX. ENTRY AND DURATION

9.1. This Consent Decree 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 Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice.

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

9.3. Violation of any of the terms of this Consent Decree shall constitute a violation of an injunction for which civil penalties of up to \$25,000 per violation may be sought by the AGO pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by

1 law, including the imposition by the Court of injunctions, restitution, civil penalties, and costs,
2 including reasonable attorneys' fees.

3 **X. ADDITIONAL PROVISIONS**

4 **10.1.** Under no circumstances shall this Consent Decree or the name of the State of
5 Washington or the Office of the Attorney General or any of its employees or representatives be
6 used by Defendant or by its principals, officers, directors, agents, managers, employees, or
7 representatives in conjunction with any business activity of Defendant. A violation of this
8 paragraph constitutes a violation of an injunctive term of this Consent Decree.

9 **10.2.** This Consent Decree shall be binding upon and inure to the benefit of
10 Defendant's successors and assigns. Defendant and its successors and assigns shall notify the
11 State at least thirty (30) days prior to any change-in-control of Defendant that would change
12 the identity of the corporate entity responsible for compliance obligations arising under this
13 Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other
14 action that would result in the emergence of a successor corporation; or the creation or
15 dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to
16 this order.

17 **10.3.** Nothing in this Consent Decree shall be construed to limit or bar any other
18 governmental entity or person from pursuing other available remedies against Defendant or
19 any other person.

20 **AUG 10 2016**

21 Approved on this _____ day of _____, 2016.

22 **HENRY H. JUDSON III**

23 _____
24 JUDGE/COURT COMMISSIONER
25
26

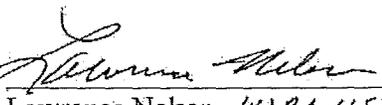
1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

4 

5 MARSHA CHIEN, WSBA #47020
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) 464-5342
12 marshac@atg.wa.gov

11 Agreed to and approved for entry by:

12 

13 Lawrence Nelson WSBA 11574
14 NELSON & CARVER, P.S.
15 420 North Meridian, Suite B
16 Puyallup WA 98371
17 lnelson@nelsoncarver.com

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APPENDIX A
NONDISCRIMINATION POLICY

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3 It is the policy of Premier Residential, LLC to comply with Title VIII of the Civil
4 Rights Act of 1968, as amended, commonly known as the Fair Housing Act, the Washington
5 Law Against Discrimination, and the Washington Consumer Protection Act, by ensuring that
6 apartments are available to all persons without regard to race, color, religion, national origin,
7 disability, familial status, or sex. This policy means that, among other things, Premier
8 Residential, LLC, and all their agents and employees with the responsibility for showing,
9 renting, or managing any dwelling units must not discriminate in any aspect of the rental of
10 dwellings against qualified applicants or tenants. Specifically, they may not:

- 11 A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make
12 unavailable or deny, a dwelling to any person based on criminal history without
13 considering when the conviction occurred, what the underlying conduct
14 entailed, and what the convicted person has done since the conviction;
- 15 B. Make, print, or publish, or cause to be made, printed, or published any notice,
16 statement, or advertisement, with respect to the rental of a dwelling that
17 indicates any preference, limitation, or discrimination based on criminal history
18 alone; or
- 19 C. Represent to persons because of an applicant's criminal history that any
20 dwelling is not available for inspection or rental when such dwelling is in fact
21 so available.

22 Any agent or employee who fails to comply with this Nondiscrimination Policy will be
23 subject to appropriate disciplinary action. Any action taken by an agent or employee that
24 results in unequal service to, treatment of, or behavior toward tenants or actual or potential
25 applicants on the basis of race, color, religion, national origin, disability, familial status, or sex
26 may constitute a violation of state and 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. Premier Residential, LLC*, Civil Action No. _____ (King County Superior Court) and the Nondiscrimination Policy adopted by Defendant Premier Residential, 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