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WALLA WALLA COUNTY
WASHINGTON

BY _____

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

STATE OF WASHINGTON,

Plaintiff,

v.

WELCOME HOME PROPERTIES LLC,

Defendant.

NO. **17 2 00861 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 Welcome Home Properties LLC ("WHP") 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"); and the Washington Consumer Protection Act, RCW 19.86.020 ("CPA").

1.2 Defendant WHP 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 314 N 2nd Avenue Walla Walla, WA 99362. Defendant markets and rents residential housing to the public. Defendant also markets and sells property management services to owners of residential rental properties.

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16 Attorney General, and Chalia Stallings-Ala'ilima, Assistant Attorney General, filed this action
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18 Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3604
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20 Washington Consumer Protection Act, RCW 19.86.020 ("CPA").

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24 Walla, WA 99362. Defendant markets and rents residential housing to the public. Defendant
25 also markets and sells property management services to owners of residential rental properties.
26

1 Defendant manages multi-family residential rental properties, including at 30 SE 4th Street #B
2 College Place, WA 99324.

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

7 **II. INVESTIGATION**

8 2.1 In November 2016, the State of Washington conducted an investigation to
9 evaluate Defendant's compliance with the FHA, WLAD and CPA. The investigation revealed
10 Defendant violated the FHA, WLAD and CPA by refusing to rent and/or refusing to negotiate
11 the rental of a dwelling to a prospective tenant based on the use of rental assistance provided by
12 the U.S. Department of Veterans Affairs and U.S. Department of Housing and Urban
13 Development to veterans with disabilities ("VASH voucher").

14 2.2 Defendant posted an advertisement on Craigslist for a two bedroom basement at
15 30 SE 4th Street #B College Place, WA 99324. The ad identified lease terms to include "No
16 section 8 or other subsidized housing." Defendant was contacted by email regarding the
17 residential rental. Defendant was notified by the inquirer that he had a "Vash Voucher for veterans
18 - not a Section 8," and was asked if Defendant would "take those. I have it because I'm a
19 veteran." The next day, the inquirer emailed Defendant again, stating a preference for Defendant's
20 rental and asking if Defendant takes "Vouchers." Defendant's representative responded, "We do
21 not take vouchers. Sorry." Defendant advertises its services and residential rentals to the public at
22 <http://www.welcomehps.com>, with the Equal Housing Opportunity program logo displayed
23 throughout the website.

1 3.2 The provisions of Paragraph 3.1 shall apply to all properties marketed or
2 managed by Defendant WHP, during the term of this Consent Decree, including all dwellings
3 in which Defendant WHP, has or acquires a direct or indirect ownership, management, or other
4 financial interest.

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

6 4.1 Upon entry of this Consent Decree, Defendant WHP shall implement the
7 Nondiscrimination Policy appearing at **Appendix A**. The Nondiscrimination Policy shall apply to
8 all properties covered by paragraph 3.2 of this Consent Decree.

9 4.2 Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
10 Defendant WHP shall distribute the Nondiscrimination Policy to all its current tenants. For
11 individuals who become tenants later than fourteen (14) days after the entry of this Consent
12 Decree, Defendant WHP shall distribute the Nondiscrimination Policy to them at the time the
13 lease agreement is signed.

14 4.3 Within fourteen (14) days of entry of this Consent Decree, and throughout its term,
15 Defendant WHP shall take the following steps to notify the public of the Nondiscrimination
16 Policy:

17 4.3.1 Prominently post at any rental office that is used for the rental of
18 dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches,
19 indicating that all apartments are available for rent on a nondiscriminatory basis;

20 4.3.2 Prominently post on any webpage or internet advertisement used to
21 promote Defendant WHP's business that all apartments are available for rent on a
22 nondiscriminatory basis; and

23 4.3.3 Include the following phrase in the rental application(s) and the rental
24 agreement(s) used for rental dwelling units in boldface type, using letters of equal or
25 greater size to those of the text in the body of the document:
26

1 We do not discriminate in any term, condition, or privilege of
2 rental on the basis of veteran status or disability. We charge
3 the same amount of rent, deposit(s), and fee(s) regardless if
4 part or all of the tenants' income is related to veteran status or
5 disability. We accept payment(s) through VASH vouchers.

6 V. TRAINING

7 5.1 Within fourteen (14) days of the entry of this Consent Decree, Defendant WHP
8 shall provide a copy of this Consent Decree and the Nondiscrimination Policy to its principals,
9 officers, directors, agents, managers, and employees. Defendant WHP shall secure a signed
10 statement from each agent or employee acknowledging that he or she has received and read the
11 Consent Decree and the Nondiscrimination Policy and agrees to abide by the relevant provisions
12 of the Consent Decree and the Nondiscrimination Policy. This statement shall be in the form of
13 **Appendix B.**

14 5.2 During the term of this Consent Decree, within fourteen (14) days after each new
15 agent or employee becomes involved in marketing, showing, renting, or managing units,
16 Defendant WHP shall provide a copy of this Consent Decree and the Nondiscrimination Policy to
17 each such agent or employee and secure a signed statement from each agent or employee
18 acknowledging that he or she has received and read the Consent Decree, and agrees to abide by
19 the relevant provisions of the Consent Decree and the Nondiscrimination Policy. This statement
20 shall be in the form of **Appendix B.**

21 5.3 Within ~~ninety-six (906)~~ ninety-six (906) ~~day~~months from the date of entry of this Consent Decree,
22 Defendant WHP and all its principals, officers, directors, agents, managers, and employees shall
23 undergo in-person fair housing training with specific emphasis on veteran status and disability
24 discrimination. The training shall be conducted by an independent, qualified third party, approved
25 in advance by the Office of the Attorney General. Defendant WHP shall obtain confirmation of
26 attendance for each individual who receives training including the date, name of the course, length
of the course, name of the instructor, and name of the individual who completed the course.

1 Copies of these certificates, in the form of **Appendix C**, shall be submitted to the Office of the
2 Attorney General. Defendant WHP shall bear any expenses associated with this training. The
3 deadline for completion of the training may be extended if approved in advance by the Office of
4 the Attorney General.

5 **VI. COMPLIANCE TESTING**

6 **6.1** The Attorney General may take steps to monitor Defendant WHP's compliance
7 with this Consent Decree including, but not limited to, conducting fair housing tests at any
8 office(s) or location(s) at which Defendant WHP conducts marketing, rental, or property
9 management activities.

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

11 **7.1** Defendant WHP shall, no later than fourteen (14) days after occurrence, provide
12 to the Attorney General, notification and documentation of the following events:

13 **7.1.1** Any change to the rules or practices regarding the Nondiscrimination
14 Policy (**Appendix A**);

15 **7.1.2** Proof of notification of the Consent Decree and Nondiscrimination
16 Policy, including executed copies of **Appendix B**, and a list of the names and addresses
17 for all tenants to whom the Nondiscrimination Policy was provided;

18 **7.1.3** Proof of completion of the required fair housing training in the form of
19 **Appendix C**; and

20 **7.1.4** Any written or oral complaint against Defendant WHP, or WHP's agents
21 or employees, regarding discrimination in housing. The notification shall include the
22 full details of the complaint, including the complainant's name, address, and telephone
23 number. If the complaint is written, Defendant WHP shall provide a copy of the written
24 complaint with the notification. Upon the Attorney General's request, Defendant WHP
25
26

1 shall also provide, within fourteen (14) days of the request, all information concerning
2 any such complaint and the substance of any resolution of such complaint.

3 7.2 Within six (6) months of entry of this Consent Decree, and every six (6) months
4 thereafter for the duration of this Consent Decree, Defendant WHP shall deliver to the Attorney
5 General executed copies of **Appendices B and C**, to the extent not previously provided.

6 7.3 Upon reasonable notice to counsel for Defendant WHP, representatives of the
7 Office of the Attorney General shall be permitted to access, inspect, and/or copy all business
8 records or documents under control of Defendant WHP and depose any principal, officer,
9 director, agent, manager, employee, or representative of Defendant WHP in order to monitor
10 compliance with this Consent Decree.

11 VIII. PAYMENT

12 8.1 Pursuant to RCW 19.86.140, RCW 19.86.080, and RCW 49.60.030(2),
13 Defendant WHP shall pay \$5,000 to the Attorney General, of which no more than \$4,000 shall
14 be designated as a civil penalty.

15 8.2 The Attorney General shall use the funds not designated as a civil penalty for
16 recovery of its fees and costs in investigating this matter, future monitoring and enforcement of
17 this Consent Decree, consumer restitution, damages, cy pres to remediate the impacts of
18 housing discrimination, or for any lawful purpose in the discharge of the Attorney General's
19 duties at the sole discretion of the Attorney General.

20 8.3 Defendant shall make monthly payments of \$500, with the first installment due
21 on October 1, 2017, until the judgment of \$5000 is paid in full. Failure to pay these funds shall
22 be a material breach of this Consent Decree. The payment shall be made by a valid check,
23 made payable to the "Attorney General -- State of Washington", and shall be delivered to the
24 Office of the Attorney General, Attention: Chalia Stallings-Ala'ilima, Civil Rights Unit, 800
25 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188.

1 **IX. ENTRY AND DURATION**

2 **9.1** This Consent Decree shall be in effect for a period of three (3) years from the
3 date of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to
4 enforce its terms, after which time the case shall be dismissed with prejudice.

5 **9.2** Either party may move the Court to extend the duration of the Consent Decree if
6 the interests of justice so require.

7 **9.3** Violation of any of the terms of this Consent Decree shall constitute a violation
8 of an injunction for which the Attorney General may seek civil penalties pursuant to RCW
9 19.86.140 and/or such other remedies as may be provided by law.

10 **X. ADDITIONAL PROVISIONS**

11 **10.1** This Consent Decree shall be binding upon and inure to the benefit of
12 Defendant WHP's successors and assigns. Defendant WHP and its successors and assigns shall
13 notify the State at least thirty (30) days prior to any change-in-control of Defendant WHP that
14 would change the identity of the corporate entity responsible for compliance obligations arising
15 under this Consent Decree, including but not limited to dissolution, assignment, sale, merger,
16 or other action that would result in the emergence of a successor corporation; or the creation or
17 dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to
18 this order.

19 **10.2** Nothing in this Consent Decree shall be construed to limit or bar any other
20 governmental entity or person from pursuing other available remedies against Defendant WHP
21 or any other person.

22 **10.3** The parties agree that, as of the date of the entry of this Consent Decree,
23 litigation is not "reasonably foreseeable" concerning the matters described above. To the extent
24 that either party previously implemented a litigation hold to preserve documents, electronically
25 stored information (ESI), or things related to the matters described above, the party is no
26

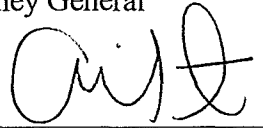
1 longer required to maintain such litigation hold. Nothing in this paragraph relieves either party
2 of any other obligations imposed by this Consent Decree.

3
4 Approved on this day of October, 2017.

5
6 
JUDGE/COURT COMMISSIONER


7 Presented by:

8 ROBERT W. FERGUSON
9 Attorney General

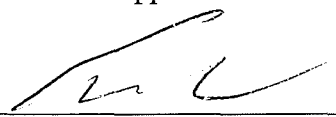
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11 CHALIA STALLINGS-ALA'ILIMA, WSBA #40694
12 Assistant Attorney General
13 Civil Rights Unit
14 Office of the Attorney General
15 800 Fifth Avenue, Suite 2000
16 Seattle, WA 98104
17 (206) 326-5480
18 ChaliaS@atg.wa.gov

THIS IS TO CERTIFY THAT THE ABOVE AND
FOREGOING IS A TRUE AND CORRECT COPY
OF THE ORIGINAL WHICH IS ON FILE AND OF
RECORD IN THE OFFICE OF THE COUNTY
CLERK OF WALLA WALLA COUNTY.

19 THIS 25th DAY OF Oct, 2017
20 
COUNTY CLERK DEPUTY

21 Agreed to and approved for entry by:

22 

23 ERIC STEVEN, WSBA# ~~5773~~ 20243
24 Attorney for Welcome Home Properties LLC
25
26

1 **APPENDIX A**
2 **NONDISCRIMINATION POLICY**

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

- 12 A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make
13 unavailable or deny, a dwelling to any person based on any the characteristics
14 underlined above;
- 15 B. Use different rental policies, lease terms, or other conditions of application or
16 tenancy based on any of the characteristics underlined above unless required by
17 law;
- 18 C. Make, print, or publish, or cause to be made, printed, or published any notice,
19 statement, or advertisement, with respect to the rental of a dwelling that
20 indicates any preference, limitation, or discrimination based on any of the
21 characteristics underlined above; or
- 22 D. To represent to a person, based on any of the characteristics underlined above,
23 that any dwelling is not available for inspection or rental when such dwelling is
24 in fact so available.

25 This means that Welcome Home Properties LLC cannot and will not choose tenants, set
26 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.

1 APPENDIX B
2 ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND
3 NONDISCRIMINATION POLICY

4 I acknowledge that on _____, 20__, I was provided copies of the Consent
5 Decree entered by the Court in *State of Washington v. Welcome Home Properties LLC*, Civil
6 Action No. _____ (Walla Walla County Superior Court) and the Nondiscrimination
7 Policy adopted by Welcome Home Properties LLC pursuant thereto. I have read and
8 understand these documents and have had my questions about these documents answered. I
9 understand my legal responsibilities and shall comply with those responsibilities.

10 _____
Signature

11 _____
Print Name

12 _____
Job Title/Position

13 _____
Date

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