

FILED  
SUPERIOR COURT  
THURSTON COUNTY, WA

2017 NOV 21 PM 1:29

Linda Myhre Enlow  
Thurston County Clerk

EXPEDITE
✓ No Hearing
Hearing Set
Date _____
Time _____
Judge/ Calendar _____
_____

17-2-06117-34  
CON 5  
Consent  
2119429



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

STATE OF WASHINGTON,

NO. 17-2-06117-34

Plaintiff,

CONSENT DECREE

v.

YELM CREEK APARTMENTS, LLC,

EX PARTE

Defendant.

**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 ("Attorney General"), filed this action against Yelm Creek Apartments, LLC ("YCA") 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 YCA 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 10520 Creek Street SE Yelm, WA 98597. Defendant markets and rents residential housing to the public. Defendant

1 manages multi-family residential rental properties, including the Tustin Apartment Homes  
2 located at 10520 Creek Street SE Yelm, WA 98597.

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 1.4 Nothing in this Consent Decree constitutes or may be construed as an admission  
8 of liability as to the assertions of the State of Washington. The parties agree that this Consent  
9 Decree does not constitute evidence or an admission regarding the existence or non-existence of  
10 any issue, fact, or violation of any law alleged by the Attorney General with the exception that  
11 Defendant admits to the jurisdiction of this Court.

## 12 II. INVESTIGATION

13 2.1 Beginning in December 2016, the Attorney General conducted an investigation to  
14 evaluate Defendant's compliance with the FHA, WLAD and CPA. Based on the investigation, the  
15 Attorney General alleged that YCA violated the FHA, WLAD and CPA by refusing to rent  
16 and/or refusing to negotiate the rental of a dwelling to a prospective tenant based on the use of  
17 rental assistance provided by the U.S. Department of Veterans Affairs and U.S. Department of  
18 Housing and Urban Development to veterans with disabilities ("VASH voucher"). YCA denies  
19 such allegations.

20 2.2 In December 2016, Defendant posted an advertisement on Craigslist for residential  
21 rentals at Tustin Apartment Homes and identified the location as "Close to JBLM" and "situated  
22 perfectly between Fort Lewis and Olympia, allowing for an easy commute in either direction."  
23 Defendant was contacted by email via the Craigslist ad regarding the residential rentals. The  
24 inquirer asked if Defendant would "accept VASH Vouchers." Defendant's representative  
25 responded, "we do not take vouchers."  
26



1           **3.2**    YCA agrees not to engage in the practices described in Paragraph 3.1. This  
2 provision shall apply to all residential dwellings marketed or managed by YCA, during the  
3 term of this Consent Decree, including all dwellings in which YCA has or acquires a direct or  
4 indirect ownership, management, or other known financial interest.

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

6           **4.1**    Upon entry of this Consent Decree, YCA shall implement the Nondiscrimination  
7 Policy appearing at **Appendix A**. The Nondiscrimination Policy shall apply to all properties  
8 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 YCA shall distribute the Nondiscrimination Policy to all its current tenants. For individuals who  
11 become tenants later than fourteen (14) days after the entry of this Consent Decree, YCA shall  
12 distribute the Nondiscrimination Policy to them at the time the lease agreement is signed.

13           **4.3**    Within fourteen (14) days of entry of this Consent Decree, and throughout its term,  
14 YCA shall take the following steps to notify the public of the Nondiscrimination Policy:

15               **4.3.1** Prominently post at any rental office that is used for the rental of  
16 dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches,  
17 indicating that all apartments are available for rent on a nondiscriminatory basis;

18               **4.3.2** Prominently post on any webpage or internet advertisement used to  
19 promote YCA's business that all apartments are available for rent on a nondiscriminatory  
20 basis; and

21               **4.3.3** Include the following phrase in the rental application(s) and the rental  
22 agreement(s) used for rental dwelling units in boldface type, using letters of equal or  
23 greater size to those of the text in the body of the document:

24                               We do not discriminate in any term, condition, or privilege of  
25 rental on the basis of veteran status or disability. We charge  
26 the same amount of rent, deposit(s), and fee(s) regardless if  
part or all of the tenants' income is related to veteran status or

1 disability. We will not reject a potential tenant solely on the  
2 basis of VASH voucher.

3 V. TRAINING

4 5.1 Within fourteen (14) days of the entry of this Consent Decree, YCA shall provide  
5 a copy of this Consent Decree and the Nondiscrimination Policy to its principals, officers,  
6 directors, agents, managers, and employees. YCA shall secure a signed statement from each agent  
7 or employee acknowledging that he or she has received and read the Consent Decree and the  
8 Nondiscrimination Policy and agrees to abide by the relevant provisions of the Consent Decree  
9 and the Nondiscrimination Policy. This statement shall be in the form of **Appendix B**.

10 5.2 During the term of this Consent Decree, within fourteen (14) days after each new  
11 agent or employee becomes involved in marketing, showing, renting, or managing units for YCA,  
12 YCA shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each such  
13 agent or employee and secure a signed statement from each agent or employee acknowledging  
14 that he or she has received and read the Consent Decree, and agrees to abide by the relevant  
15 provisions of the Consent Decree and the Nondiscrimination Policy. This statement shall be in the  
16 form of **Appendix B**.

17 5.3 Within ninety (90) days from the date of entry of this Consent Decree, YCA and  
18 all its principals, officers, directors, agents, managers, and employees involved in marketing  
19 content decision-making, showing, renting, managing or interacting with tenants and prospective  
20 tenants to manage residential dwelling units for YCA shall undergo in-person fair housing  
21 training with specific emphasis on veteran status and disability discrimination. The training shall  
22 be conducted by an independent, qualified third party, approved in advance by the Office of the  
23 Attorney General. YCA shall obtain confirmation of attendance for each individual who receives  
24 training including the date, name of the course, length of the course, name of the instructor, and  
25 name of the individual who completed the course. Copies of these certificates, in the form of  
26

1 **Appendix C**, shall be submitted to the Office of the Attorney General. YCA shall bear any  
2 expenses associated with this training.

3 **VI. COMPLIANCE TESTING**

4 **6.1** The Attorney General may take steps to monitor YCA's compliance with this  
5 Consent Decree including, but not limited to, conducting fair housing tests at any office(s) or  
6 location(s) at which YCA conducts marketing, rental, or property management activities.

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

8 **7.1** YCA shall, no later than fourteen (14) days after occurrence, provide to the  
9 Attorney General notification and documentation of the following events:

10 **7.1.1** Any change to the rules or practices regarding the Nondiscrimination  
11 Policy (**Appendix A**);

12 **7.1.2** Proof of notification of the Consent Decree and Nondiscrimination  
13 Policy, including executed copies of **Appendix B**, and a list of the names and addresses for all  
14 tenants to whom the Nondiscrimination Policy was provided;

15 **7.1.3** Proof of completion of the required fair housing training in the form of  
16 **Appendix C**; and

17 **7.1.4** Any written or oral complaint against YCA, or YCA's agents or  
18 employees, regarding discrimination because of veteran status or disability. The notification  
19 shall include the full details of the complaint, including the complainant's name, address, and  
20 telephone number. If the complaint is written, YCA shall provide a copy of the written  
21 complaint with the notification. Upon the Attorney General's request, YCA shall also provide,  
22 within fourteen (14) days of the request, all information concerning any such complaint and the  
23 substance of any resolution of such complaint.



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** Violation of any of the terms of this Consent Decree shall constitute a violation  
6 of an injunction for which the Attorney General may, upon a judicial determination that a  
7 violation has occurred, seek civil penalties up to \$25,000 per violation pursuant to RCW  
8 19.86.140 and/or such other remedies as may be provided by law.

9 **X. ADDITIONAL PROVISIONS**

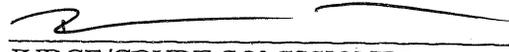
10 **10.1** This Consent Decree shall be binding upon and inure to the benefit of YCA's  
11 successors and assigns. YCA and its successors and assigns shall notify the Attorney General  
12 at least thirty (30) days prior to any change-in-control of YCA that would change the identity  
13 of the corporate entity responsible for compliance obligations arising under this Consent  
14 Decree, including but not limited to dissolution, assignment, sale, merger, or other action that  
15 would result in the emergence of a successor corporation; or the creation or dissolution of a  
16 subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

17 **10.2** 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 YCA or any  
19 other person.

20 **10.3** The parties agree that, as of the date of the entry of this Consent Decree,  
21 litigation is not "reasonably foreseeable" concerning the matters described above. To the extent  
22 that either party previously implemented a litigation hold to preserve documents, electronically  
23 stored information (ESI), or things related to the matters described above, the party is no  
24 longer required to maintain such litigation hold. Nothing in this paragraph relieves either party  
25 of any other obligations imposed by this Consent Decree.  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

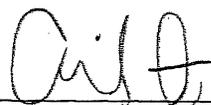
Approved on this 21<sup>ST</sup> day of Nov., 2017.

  
JUDGE/COURT COMMISSIONER

Presented by:

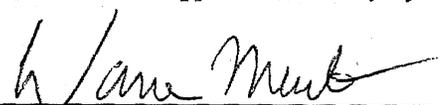
REEKAH ZINN  
COURT COMMISSIONER

ROBERT W. FERGUSON  
Attorney General



CHALIA STALLINGS-ALA'ILIMA, WSBA #40694  
Assistant Attorney General  
Civil Rights Unit  
Office of the Attorney General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 326-5480  
[ChaliaS@atg.wa.gov](mailto:ChaliaS@atg.wa.gov)

Agreed to and approved for entry by:



WARREN MARTIN, WSBA #17235  
Attorney for Yelm Creek Apartments, LLC  
Gordon Thomas Honeywell  
1201 Pacific Avenue, Suite 2100  
Tacoma, WA 98402  
(253) 620-6479  
[WMartin@gth-law.com](mailto:WMartin@gth-law.com)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

APPENDIX A  
NONDISCRIMINATION POLICY

It is the policy of Yelm Creek Apartments, 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, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability. This policy means that, among other things, Yelm Creek Apartments, LLC 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 Yelm Creek Apartments, LLC 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**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. Yelm Creek Apartments, LLC*, Civil Action No. \_\_\_\_\_ (Thurston County Superior Court) and the Nondiscrimination Policy adopted by Yelm Creek Apartments, 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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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