

STATE OF WASHINGTON  
YAKIMA COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

CITY OF SUNNYSIDE; AL  
ESCALERA, in his official and  
individual capacities; MELISSA  
RIVAS, in her official and individual  
capacities; CHRISTOPHER SPARKS,  
in his official and individual capacities;  
JOEY GLOSSEN, in his official and  
individual capacities; and JAMES  
RIVARD, in his official and individual  
capacities

Defendants.

NO.

COMPLAINT FOR  
DECLARATORY RELIEF,  
INJUNCTIVE RELIEF, AND  
DAMAGES

I. INTRODUCTION

The State of Washington (the State) brings this civil action against the City of  
Sunnyside (Sunnyside) and five of its employees for declaratory and injunctive relief, and for

1 damages to redress Sunnyside's policy or practice of evicting residents without due process in  
2 violation of federal and state law.

## 3 II. PARTIES

4 2.1 Plaintiff is the State of Washington. The Attorney General is authorized to commence  
5 this action pursuant to RCW 43.10.030(1).

6 2.2 Plaintiff the State has an interest in protecting the health, safety and well-being of its  
7 residents, including ensuring that they are not excluded from the rights and privileges provided  
8 by the United States and Washington Constitutions and laws. According to the 2018 American  
9 Community Survey, there are approximately 2,800,000 occupied housing units in the state of  
10 Washington and over 37 percent of them are rental properties. A significant number of  
11 Washington residents live in cities with Crime Free Rental Housing Programs (CFRHPs). In  
12 addition to Sunnyside, Tacoma, Bellingham, Spokane, Pasco, Yakima, Prosser, Tukwila, Kent,  
13 Walla Walla, University Place, Othello, College Place, and Port Orchard all currently operate  
14 a CFRHP. Other cities, such as Shelton and Moses Lake, are considering implementing such a  
15 program. The State has a compelling interest in protecting its residents—especially its most  
16 vulnerable—from application of these programs in ways that deprive residents of their federal  
17 and state constitutional and statutory rights and adversely impact their health and well-being.

18 2.3 Defendant City of Sunnyside, Washington, is a municipal corporation, with over  
19 16,000 residents. Sunnyside operates the Sunnyside Police Department. Sunnyside police  
20 officers are Sunnyside employees.

1 2.4 Defendant Al Escalera is the chief of police of the City of Sunnyside. Defendant  
2 Escalera is sued in both his official and individual capacities.

3 2.5 Defendant Melissa Rivas is a police officer employed by the City of Sunnyside.  
4 Defendant Rivas is sued in both her official and individual capacities.

5 2.6 Defendant Christopher Sparks is a police officer employed by the City of Sunnyside.  
6 Defendant Sparks is sued in both his official and individual capacities.

7 2.7 Defendant Joey Glossen is a police officer employed by the City of Sunnyside.  
8 Defendant Glossen is sued in both his official and individual capacities.

9 2.8 Defendant Jim Rivard is a code enforcement officer employed by the City of  
10 Sunnyside. Defendant Rivard is sued in both his official and individual capacities.

### 11 **III. PREREQUISITES TO SUIT**

12 On or about May 13, 2019, the State served a claim for damages on Sunnyside pursuant  
13 to RCW 4.96.020(2). More than 60 days have lapsed since that filing.

### 14 **IV. JURISDICTION AND VENUE**

15 4.1 The State brings this action against Defendants to enforce the Washington Law Against  
16 Discrimination, the Residential Landlord-Tenant Act, the Fair Housing Act, 42 U.S.C. § 1983,  
17 and the United States and Washington Constitutions. This Court has jurisdiction over these  
18 claims under RCW 2.08.010.

19 4.2 Venue is proper in Yakima County because all of the events that support Washington's  
20 allegations occurred there. RCW 4.12.020.

1 **V. FACTS**

2 **Sunnyside's Crime Free Rental Housing Program**

3 5.1 In 2010, Sunnyside established a CFRHP. Sunnyside Municipal Code  
4 (SMC) 5.02.030(A). Operated by the Sunnyside police department, the stated intent of the  
5 CFRHP is to reduce crime in rental housing through a partnership between police, residents,  
6 and landlords. *Id.*

7 5.2 Sunnyside officials describe the CFRHP as mandatory.

8 5.3 Every Sunnyside landlord must apply for an annual rental housing license issued by  
9 the Sunnyside police department. SMC 5.02.020(A). The annual fee is between \$100 and \$750  
10 depending on the number of units rented. SMC 5.02.020(B)

11 5.4 Pursuant to the CFRHP, Sunnyside also offers "workshop training" for landlords and  
12 property managers. SMC 5.02.030(A)(1). The "workshop training" covers rental applications,  
13 rental agreements, resident screening, evictions, subsidized Section 8 housing (24 C.F.R.  
14 § 982), working with the police, criminal activity identification, drug use in rental properties,  
15 gang activity identification, and crime prevention through environmental design. *Id.*

16 5.5 Sunnyside waives the annual residential rental housing license fee for landlords who  
17 certify that they agree to participate in the CFRHP, but reimposes that fee plus ten percent and  
18 revokes the rental license if the landlord fails to comply with the CFRHP. SMC 5.02.020, .060.

19 5.6 The Sunnyside CFRHP imposes duties on both landlords and police officers. Under the  
20 program, a landlord or property manager must require residents to sign a Crime Free  
21 Lease/Rental Agreement Addendum (Addendum). SMC 5.02.030(A)(3) provides a model  
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1 Addendum. It lists crimes that constitute a material breach of the lease if permitted or  
2 committed by the resident on or near the rental property.

3 5.7 If Sunnyside police determine that any resident, household member, guest, or other  
4 person under the resident's control has engaged in or permitted any of the crimes listed in the  
5 Addendum on or near the premises, the CFRHP directs Sunnyside police to issue a notice of  
6 noncompliance to the landlord. SMC 5.02.030(F).

7 5.8 Within five business days of receiving a notice of noncompliance, the CFRHP directs  
8 a landlord to issue a notice to the resident to "comply or quit" the premises and pursue all  
9 remedies against the residents available to the owner/licensee under the Residential Landlord-  
10 Tenant Act of 1973 and the Manufactured/Mobile Home Landlord-Tenant Act, as applicable,  
11 and all other remedies provided by law to terminate the tenancy and evict the residents. *Id.*

12 5.9 The comply-or-quit notice must include: "1. The date and location of the  
13 noncompliance; 2. The nature of the noncompliance; 3. The name of the person or persons  
14 engaged in the noncompliance[;]" and 4. "[C]opies of any public records of activities of  
15 noncompliance on or about the owner/licensee's property occupied by the residents." *Id.*

16 5.10 The CFRHP allows the landlord—not the resident—to appeal the notice of  
17 noncompliance in a hearing before the Sunnyside Police Chief. *Id.* The ordinance provides no  
18 appeal process for residents who are the subjects of a notice of noncompliance.

19 5.11 Any landlord who receives two notices from the Sunnyside police of criminal activity  
20 on any of the landlord's rental properties is required to participate in the CFRHP, unless the  
21 landlord makes a good faith effort to deter the criminal activity. SMC 5.02.040(A).  
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1 5.12 Sunnyside does not provide any training on how to operate the CFRHP to any  
2 Sunnyside employee, not even its police officers who enforce the CFRHP or issue its notices.

3 5.13 On information and belief, Defendants have issued over 100 notices under the CFRHP  
4 since the program began in 2010.

5 **The Residential Landlord-Tenant Act Sets the Procedures for Evicting Residents**

6 5.14 Participants in the CFRHP, including Sunnyside employees, must comply with the  
7 Residential Landlord-Tenant Act (RLTA). RCW 59.18.230(1) (requiring that its procedures  
8 must be followed and cannot be waived).

9 5.15 In Washington, the RLTA imposes certain duties upon residents in addition to timely  
10 paying the rent. For example, residents may not permit nuisance or waste upon the property or  
11 engage in or permit any drug- or gang-related activity on or near the rental property. A resident  
12 who violates a statutory duty may be evicted.

13 5.16 To evict a resident for violating a statutory duty, a landlord must follow the procedures  
14 specified in the RLTA and the Unlawful Detainer Act (UDA), RCW 59.18 and RCW 59.12,  
15 respectively. Those procedures vary depending on how the resident has failed to comply. For  
16 example, where the resident has committed or permitted waste or a nuisance on the premises,  
17 the landlord must first issue a three-day notice to quit. RCW 59.12.030(5). By contrast, no  
18 notice is required where the resident has engaged in drug-related activity, criminal activity that  
19 results in the resident's arrest, or gang-related activity. RCW 59.18.180(3)-(5).

20 5.17 If a resident continues to occupy the rental property after a three-day notice to quit has  
21 expired or after engaging in criminal activity that results in the resident's arrest, for example,  
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1 the resident is liable for unlawful detainer. RCW 59.12.030(4), (5), (7).

2 5.18 Most critically, the landlord may not then engage in self-help to remove the resident  
3 from the property or ask law enforcement to do it. Rather, the landlord must commence an  
4 unlawful detainer action in court to evict the resident.

5 5.19 If a court determines that possession of the property should be returned to the landlord,  
6 it will issue a writ of restitution, which the sheriff shall serve on the resident. RCW 59.12.090,  
7 .100. The sheriff must wait at least three days after service of the writ before executing it and  
8 returning possession of the property to the landlord. RCW 59.12.100.

9 **Sunnyside's Operation of the CFRHP Violates Due Process and the RLTA**

10 5.20 Sunnyside has a policy or practice of enforcing the CFRHP in violation of SMC 5.02,  
11 the RLTA, and the due process rights of Sunnyside residents.

12 5.21 Since at least 2015 and continuing through the present, Sunnyside employees have  
13 enforced the CFRHP in violation of the legal requirements above and the plain terms of the  
14 CFRHP itself, resulting in due process violations, RLTA violations, and in some cases  
15 unlawful evictions that resulted in residents having to split their families apart or become  
16 homeless.

17 5.22 In February 2015, for example, Defendants Rivas and Rivard required a landlord to  
18 send a couple a three-day notice to vacate after their home had been searched by Sunnyside  
19 police pursuant to a search warrant. Three days after the eviction notice was served, Defendant  
20 Rivas came to the home and ordered the couple to leave the property by midnight of that day,  
21 giving them approximately eight hours to move out. No court eviction proceedings had been  
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1 initiated. Defendant Rivas ordered the couple to leave Sunnyside altogether, stating that the  
2 couple could not relocate elsewhere in the city. The couple was homeless for more than a year,  
3 and following Rivas' orders relocated in another city, even though they had made plans and a  
4 down payment to move to a RV park in Sunnyside, and alternatively had housing options  
5 available from family members in Sunnyside.

6 5.23 In September 2016, Sunnyside police evicted a pregnant Latina mother with three  
7 children who had been living in low-income housing for seven months without incident. A  
8 single fight occurred near the home, and although no charges were filed against anyone  
9 involved in the fight and no eviction proceedings were ever initiated, Defendant Rivas ordered  
10 the mother to vacate the apartment in three days. The family initially stayed in a hotel, then  
11 with the mother's brother, and ended up without a permanent home for over a year.

12 5.24 In May 2017, Sunnyside police evicted a Latina mother, a grandmother, and seven  
13 children without a judicial eviction order. After the mother repeatedly refused the landlord's  
14 sexual advances, the landlord accused the mother and her son of stealing, and called the  
15 Sunnyside police to evict the family. Without providing any written notice, Defendants Rivas,  
16 Sparks, and Glossen came to the home and told the family that they had two days to leave. The  
17 family, fearful of the police's warnings, complied, and as a result were divided between the  
18 father's home, a relative's home, and a hotel. It took over one and a half years before the family  
19 could be reunited in one home.

20 5.25 In July 2018, Defendant Rivas and other unidentified Sunnyside police officers arrived  
21 at a Sunnyside residence looking for the resident's adult daughter, who did not live there but  
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1 was visiting the resident. Finding her, Rivas arrested the daughter, who had an outstanding  
2 misdemeanor warrant. The next day, Rivas returned to the residence and told the father, who  
3 had lived in the home for eight years, that he could no longer live there. The landlord  
4 subsequently told the father that he had a month to leave and that the landlord was following  
5 the directions of the police. No judicial eviction proceeding was filed nor was any judicial  
6 eviction order issued. The day of the one-month deadline, a Sunnyside police officer came to  
7 the residence, asked the father for his identification and asked him what he was still doing  
8 there. The father told the officer that his things were already packed in his truck and that there  
9 was no need to come and kick him out of the house like a dog, especially when he had lived in  
10 that house and paid rent for eight years.

11 5.26 In November 2015, Defendant Rivas contacted the manager of a mobile home park  
12 regarding the mobile home of a married couple with a two-year-old daughter. Rivas told the  
13 managers that the residents of the home in question had to be evicted because there had been  
14 too many domestic disturbance calls to the police concerning the residents, and that Rivas  
15 would bring the manager the CFRHP violation notice. Rivas then spoke with the residents of  
16 the mobile home. Rivas told the residents that under the CFRHP, they had to leave their home.  
17 The next day, the manager gave the residents an eviction notice. The manager suggested that  
18 the couple ask Defendant Escalera to see if they could stay in their home. The couple met with  
19 Escalera and told him that they had no place else to go and that they were making payments to  
20 purchase their mobile home. Escalera told the couple that Rivas was in charge of the CFRHP  
21 and that he could not do anything to help. Fearful that they were being evicted, the wife moved  
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1 out and slept in her truck for several days. She moved back into the residence only after her  
2 husband told her that there had been no further action by the manager or Sunnyside police to  
3 evict them.

4 5.27 In July 2016, Defendant Rivas went to a residence to investigate a report of a domestic  
5 disturbance. Rivas reported that the residents were arguing but there were no signs of physical  
6 injury to either resident. Although Rivas identified no criminal activity, Rivas issued the  
7 landlord a CFRHP warning anyway and stated to the landlord that any further contacts  
8 concerning the residents would result in the issuance of a CFRHP citation.

9 5.28 In another incident, Defendant Rivas contacted a landlord regarding a grandmother  
10 living in an apartment with her grandchildren. Rivas told the landlord to evict the grandmother  
11 after Rivas found an unattended minor who was the daughter of another resident in the  
12 building. Rivas told the landlord that the landlord would be fined \$1,000 if the grandmother  
13 was not evicted. The landlord evicted the grandmother, who could not find other housing for  
14 her and her grandchildren, requiring some of the grandchildren to live with other relatives. The  
15 grandmother contacted Defendant Escalara, asking him not to require her eviction. Though  
16 Escalara promised he would get back to her with a decision, the grandmother was never  
17 notified of any decision on the grandmother's request.

18 5.29 Defendants have not confined their actions to only rental properties. In July 2015,  
19 Defendant Rivas contacted a homeowner and told the homeowner that a houseguest at the  
20 homeowner's residence was a prostitute and drug addict and that the guest needed to leave the  
21 residence. Rivas told the homeowner that if there were any calls to the police concerning  
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1 criminal activity at the property, the homeowner would receive a CFRHP violation citation.

2 Sunnyside police then went to the residence and told the houseguest that she had to leave.

3 5.30 The examples above are illustrative. Sunnyside's policy or practice of enforcing the  
4 CFRHP in issuing unwarranted CFRHP notices, pressuring landlords to evict tenants, failing  
5 to provide any meaningful process to appeal a notice, and using extrajudicial evictions has  
6 been Sunnyside's official policy for years, has affected numerous residents, and constitutes an  
7 ongoing and continuing violation that is a matter of public concern.

8 5.31 Sunnyside has a policy or practice of enforcing the CFRHP against residents without  
9 evidence that the residents engaged in criminal activity.

10 5.32 Sunnyside police reports concerning residents in CFRHP housing often fail to state  
11 what crime is alleged to have occurred in or around the rental unit, if any, and whether the  
12 police enforced the CFRHP in those cases. Other police reports reference domestic violence  
13 situations, but do not indicate the resolution.

14 **Sunnyside's Practice of Unlawful Evictions Disproportionately Impacts Latinos,**  
15 **Women, and Families with Children**

16 5.33 Most of the Sunnyside residents unlawfully evicted have been Latinos, women, and  
17 residents with children.

18 5.34 In Washington, over half—56.4 percent—of all Latinos live in rental housing,  
19 compared with just less than a third—32.7 percent—of all non-Latino whites. The discrepancy  
20 is more pronounced in Sunnyside. There, about half of all Latinos—49.42 percent—live in  
21 rental housing; whereas less than a fifth—19.06 percent—of whites live in rental housing.  
22

1 5.35 Unmarried women in Washington are over twice as likely to live in rental housing as  
2 unmarried men and married couples—53.4 percent (unmarried women) versus 23.96 percent  
3 (unmarried men and married couples). The same is true in Sunnyside: 66.70 percent of  
4 unmarried women rent their homes compared with 30.72 percent of unmarried men and  
5 married couples.

6 5.36 In Sunnyside, 48 percent of families with minor children live in rental housing, while  
7 37.09 percent of families without minor children do.

8 5.37 Sunnyside's policy or practice of enforcing the CFRHP using extrajudicial evictions  
9 and enforcing the CFRHP against residents without evidence that the residents engaged in  
10 criminal activity has a disparate impact on Latinos, women, and families with children in  
11 Sunnyside.

12 5.38 Sunnyside's policies and practices are the direct and proximate cause of extrajudicial  
13 police evictions of Latinos, women, and families with children under the CFRHP.

14 5.39 Defendants Escalera, Rivas, Sparks, Glossen, and Rivard acted with reckless  
15 indifference for Sunnyside residents' rights under the United States and Washington  
16 Constitutions and laws.

17 5.40 Defendant Escalera is the highest ranking officer in the Sunnyside Police Department.  
18 He is responsible for policy development, control, supervision, and program implementation  
19 in the Department.

20 5.41 Defendant Escalera knew or should have known of the actions of Defendants Rivas,  
21 Sparks, Glossen, and Rivard, as described above, and failed to act to prevent future harm.  
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1 5.42 Defendant Escalera ratified the actions of Defendants Rivas, Sparks, Glossen, and  
2 Rivard. Defendant Escalera possesses final authority to establish Sunnyside's custom or policy  
3 with respect to the actions complained of herein.

4 **CFRHPs are a Matter of Public Concern, and Similar Programs Statewide are**  
5 **Susceptible to RLTA and Due Process Violations**

6 5.43 As alleged above, at least 14 Washington cities have enacted CFRHP programs. The  
7 structures of these programs make them susceptible to violations similar to those committed  
8 by Sunnyside as alleged herein. For example, three cities have CFRHP terms that are materially  
9 identical to the Sunnyside ordinance: Othello, Prosser, and College Place. These ordinances  
10 are based on a model ordinance created by the International Crime Free Association of Mesa,  
11 Arizona. Three other cities, Kent, Renton, and Des Moines, have CFRHPs that differ from  
12 Sunnyside's but all grant police or code enforcement officers discretion to determine when a  
13 notice should issue to a landlord because a crime has been committed or permitted by a resident  
14 on the premises.

15 5.44 As an example of the public interest impact outside Sunnyside, at least one other  
16 Washington city—neighboring Othello—has enacted a nearly identical CFRHP ordinance  
17 with similar results. Since at least 2016, Othello has issued at least three CFRHP ordinance  
18 violation notices based on allegations that resulted in no criminal charges being filed and where  
19 police do not document their evidence, if any, for connecting a particular resident to the alleged  
20 violation. In at least one incident, this resulted in the eviction of a low-income grandmother  
21 and her two grandchildren.  
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**VI. FIRST CAUSE OF ACTION**  
**(42 U.S.C. § 1983 – Denial of Right to Procedural Due Process Under Color of Law)**

- 6.1 Washington incorporates the allegations set forth above as if fully set forth here.
- 6.2 At all times relevant, Defendants acted under color of law.
- 6.3 Washington residents have a property interest in retaining possession of their rented homes, which is protected by the Due Process Clause of U.S. Const. amend. XIV, § 1.
- 6.4 Sunnyside’s policy or practice of having its police evict residents or requiring landlords to evict residents where residents had no prior opportunity to be heard, no one was arrested, no judicial eviction proceeding was initiated, and/or no judicial eviction order was ever issued, deprives residents in CFRHP housing of their property interest in their tenancies without due process of law.
- 6.5 Defendants are liable under 42 U.S.C. § 1983 when they deprive residents of their constitutional right to due process.
- 6.6 As a proximate result of these unlawful acts, Washington and its residents suffered and continue to suffer injury.

**VII. SECOND CAUSE OF ACTION**  
**(42 U.S.C. § 1983 – Denial of Right to Substantive Due Process Under Color of Law)**

- 7.1 Washington incorporates the allegations set forth above as if fully set forth here.
- 7.2 At all times relevant, Defendants acted under color of law.
- 7.3 Under federal law, the right to family integrity is a fundamental right protected by the Due Process Clause of U.S. Const. amend. XIV, § 1.

1 7.4 Defendants' policy or practice of depriving residents of their right to family integrity  
2 without sufficient government justification deprives residents of their right to due process of  
3 law.

4 7.5 Defendants are liable under 42 U.S.C. § 1983 when they deprive residents of their right  
5 to due process of law.

6 7.6 As a proximate result of these unlawful acts, Washington and its residents suffered and  
7 continue to suffer injury.

8 **VIII. THIRD CAUSE OF ACTION**  
9 **(42 U.S.C. § 3604 – Housing Discrimination)**

10 8.1 Washington incorporates the allegations set forth above as if fully set forth here.

11 8.2 Most of the unlawfully evicted residents have been Latino/as, women, or families with  
12 children.

13 8.3 Defendants' policy or practice of enforcing the CFRHP makes housing unavailable and  
14 imposes different terms, conditions, and privileges in the rental of a dwelling because of  
15 national origin, sex, and familial status in violation of 42 U.S.C. § 3604(a)-(b).

16 8.4 As a proximate result of these unlawful acts, the State and its residents suffered and  
17 continue to suffer injury.

18 **IX. FOURTH CAUSE OF ACTION**  
19 **(Const. art. I, § 3 – Denial of Right to Due Process Under Color of Law)**

20 9.1 Washington incorporates the allegations set forth above as if fully set forth here.

21 9.2 At all times relevant, Defendants acted under color of law.  
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1 9.3 Washington residents have a property interest in retaining possession of their rented  
2 homes, which is protected by Const. art. I, § 3.

3 9.4 Defendants' policy or practice of evicting residents or requiring landlords to evict  
4 residents where residents had no prior opportunity to be heard, no one was arrested, no judicial  
5 eviction proceeding was initiated, and/or no judicial eviction order was ever issued, deprives  
6 residents in CFRHP housing of their property interest in their tenancies without due process of  
7 law.

8 9.5 As a proximate result of these unlawful acts, Washington and its residents suffered and  
9 continue to suffer injury.

10 **X. FIFTH CAUSE OF ACTION**  
11 **(RCW 49.60.030(1); RCW 49.60.222 – Housing Discrimination)**

12 10.1 Washington incorporates the allegations set forth above as if fully set forth here.

13 10.2 Most of the unlawfully evicted residents have been Latino/as, women, or families with  
14 children.

15 10.3 Defendants' policy or practice of enforcing the CFRHP violates residents' rights to  
16 engage in real estate transactions without discrimination on the basis of national origin, sex, or  
17 status as a family with children, in violation of RCW 49.60.030(1)(c).

18 10.4 Defendants' policy or practice of enforcing the CFRHP discriminates in the terms and  
19 conditions of a real estate transaction, and makes unavailable or denies a dwelling, because of  
20 national origin, sex, or status as a family with children, in violation of RCW 49.60.222(1)(b),  
21 (f).  
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10.5 As a proximate result of these unlawful acts, Washington and its residents suffered and continue to suffer injury.

**XI. SIXTH CAUSE OF ACTION**  
**(RCW 59.18.290 – Evicting Residents Without a Court Order)**

11.1 Washington incorporates the allegations set forth above as if fully set forth here.

11.2 Defendants' policy or practice of enforcing the CFRHP by having police officers evict residents or requiring landlords to evict residents where no judicial eviction proceeding was initiated or no judicial eviction order issued violates RCW 59.18.290.

11.3 As a proximate result of these unlawful acts, Washington and its residents suffered and continue to suffer injury.

**XII. SEVENTH CAUSE OF ACTION**  
**(RCW 59.18.580(2) – Evicting Residents Because They Were Victims of Domestic Violence or Sexual Assault)**

12.1 Washington incorporates the allegations set forth above as if fully set forth here.

12.2 Defendants' policy or practice of enforcing the CFRHP by having police officers evict residents or requiring landlords to evict residents who are victims of domestic violence or sexual assault violates RCW 59.18.580(2).

12.3 As a proximate result of these unlawful acts, Washington and its residents suffered and continue to suffer injury.

**XIII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, State of Washington, prays that the Court:

13.1. Adjudge and decree that Sunnyside has engaged in the conduct complained of in this complaint;

1 13.2. Adjudge and decree that Sunnyside's policy and practice of enforcing the CFRHP  
2 violates U.S. Const. amend. XIV, § 1;

3 13.3. Adjudge and decree that Sunnyside's policy and practice of enforcing the CFRHP  
4 violates Const. art I, § 3;

5 13.4. Adjudge and decree that Sunnyside's policy and practice of enforcing the CFRHP  
6 violates the Fair Housing Act, 42 U.S.C. § 3604(a)-(b);

7 13.5. Adjudge and decree that Sunnyside's policy and practice of enforcing the CFRHP  
8 violates the Washington Law Against Discrimination, RCW 49.60.030(1) and  
9 RCW 49.60.222;

10 13.6. Adjudge and decree that the CFRHP and Sunnyside's policy and practice of enforcing  
11 the CFRHP violates the RLTA, RCW 59.18.290 and RCW 59.18.580(2);

12 13.7. Permanently enjoin Sunnyside and its representatives, successors, assigns, officers,  
13 agents, servants, employees, and all other persons acting or claiming to act for, on behalf of,  
14 or in active concert or participation with Sunnyside, from continuing or engaging in the  
15 unlawful conduct complained of in this complaint;

16 13.8. Award compensatory and punitive damages and other make-whole relief in the amount  
17 to be proven at trial;

18 13.9. Make such orders to provide that Sunnyside shall reimburse the State its reasonable  
19 costs incurred in this action, including reasonable attorneys' fees;

20 13.10. Award pre- and post-judgment interest at the maximum rate allowed by law; and

21 13.11. Award such other and further relief as the Court deems just and proper.  
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1 DATED this 5<sup>th</sup> day of February, 2020.

2 ROBERT W. FERGUSON  
3 Attorney General

4 

5 MITCHELL A. RIESE, WSBA #11947

6 NEAL LUNA, WSBA #34085

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

STATE OF WASHINGTON,

NO.

Plaintiff,

DECLARATION OF CONNIE  
WILLIAMS IN SUPPORT OF GR 17

v.

CITY OF SUNNYSIDE; AL  
ESCALERA, in his official and  
individual capacities; MELISSA  
RIVAS, in her official and individual  
capacities; CHRISTOPHER  
SPARKS, in his official and  
individual capacities; JOEY  
GLOSSEN, in his official and  
individual capacities; and JAMES  
RIVARD, in his official and  
individual capacities

Defendants.

Connie Williams declares under penalty of perjury under the laws of the state of Washington that the following is true and correct.

1. I am a Legal Administrative Manager for the Attorney General's Office. I make this Declaration based on my own personal knowledge. I am competent to testify to the facts stated herein.

2. This Declaration is filed in accordance with GR 17.

3. On the 5<sup>m</sup> February, 2020, I received the Complaint by electronic mail, from Legal Assistant Anna Alfonso of the Civil Rights Division of the Attorney General's Office. I have examined the document, which consists of 21 pages, including this Declaration.

4. The foregoing document is a complete and legible facsimile transmitted original signed by Assistant Attorney General Mitchell Riese.

CONNIE WILLIAMS  
(509) 454-7638  
Facsimile (509) 575-2095