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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 and WILLIAM FREEMAN PRICE,)
)
 Plaintiff/Intervenor)
)
 v.)
)
 JOHN E. PRICE and SHIRLEY L. PRICE,)
)
 Defendants.)

CASE NO. 3:07-CV-5218-FDB
CONSENT DECREE
Note on Motion Calendar: August 4, 2009

CONSENT DECREE

I. INTRODUCTION

On May 1, 2007, the United States of America (“United States”) filed this action on behalf of William B. Freeman Price (“Mr. Freeman Price” or “Plaintiff/Intervenor”) against John E. Price and Shirley L. Price (collectively, “the Defendants”) 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 (“the Fair Housing Act” or “the Act”). Mr. Freeman Price is not related to the Defendants. On September 30, 2008, the Court granted Mr. Freeman Price’s motion to intervene in this action. On October 11, 2008, Mr. Freeman Price filed an amended complaint against the Defendants.

The United States and Plaintiff/Intervenor allege in their complaints that the Defendants discriminated against Mr. Freeman Price on the basis of disability by refusing to give him an assigned

1 | handicapped-accessible parking space or permission to park his car across two standard parking spaces,
2 | and by attempting to evict him in retaliation for his requests and complaints.

3 | As of the date of this agreement, the Defendants represent that they no longer own Valley View
4 | Apartments (the subject property in this case), and the Defendants represent that they no longer operate
5 | rental housing.

6 | The parties agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and
7 | 1345 and 42 U.S.C. § 3612(o). The parties further agree that to avoid costly and protracted litigation,
8 | the claims against the Defendants should be resolved without further proceedings. Therefore, as
9 | indicated by the signatures below, the parties agree to the entry of this Consent Decree. The parties
10 | acknowledge that the Defendants deny any liability in this lawsuit and that the resolution of this matter
11 | by this Decree is not, and shall not be deemed to be, an admission of liability, responsibility, or
12 | negligence by the Defendants. This Consent Decree constitutes full resolution of the United States' and
13 | Plaintiff/Intervenor's claims that the Defendants discriminated against Plaintiff/Intervenor on the basis
14 | of disability in violation of the Fair Housing Act.

15 | It is hereby **ORDERED, ADJUDGED, AND DECREED:**

16 | **II. GENERAL INJUNCTION**

17 | 1. The Defendants, their officers, agents, employees, representatives, successors, and
18 | assigns, and all other persons in active concert or participation with them, are enjoined from:

- 19 | a. Discriminating against any person in the terms, conditions, or privileges of rental
20 | of a dwelling, or in the provision of services or facilities in connection with such
21 | dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
22 | b. Refusing to make reasonable accommodations in rules, policies, practices, or
23 | services, when such accommodations may be necessary to afford persons with a
24 | disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C.
25 | § 3604(f)(3)(B); and
26 | c. Coercing, intimidating, threatening, or interfering with any person in the exercise
27 | or enjoyment of, or on account of his/her having exercised or enjoyed, or on
28 |

1 account of his/her having aided or encouraged any other person in the exercise or
2 enjoyment of, any right granted or protected by the Act, in violation of 42 U.S.C.
3 § 3617.

4 **III. COMPENSATION OF AGGRIEVED PERSON**

5 2. Within forty-five (45) days of the entry of this Consent Decree, the Defendants shall pay
6 in full the sum of Thirty Five Thousand Dollars and No Cents (\$35,000.00) in United States currency by
7 a single check made payable to William B. Freeman Price at 2120 46th Avenue, Apartment 13,
8 Longview, Washington, 98632-5061, in consideration of the parties' agreement to the terms of the
9 Consent Decree and full settlement of the claims asserted in this lawsuit. Defendants shall also send a
10 copy of the check to counsel for the United States. Upon receipt of the check, Plaintiff/Intervenor shall
11 send to the Defendants an executed Release of all claims, legal or equitable, that Plaintiff/Intervenor
12 might have against the Defendants relating to the claims asserted in this lawsuit (Appendix A).

13 **IV. PROVISIONS REGARDING FUTURE RENTAL BUSINESS**

14 3. In the event the Defendants, jointly or individually, secure employment in the
15 management or operation of a multi-family residential property, including but not limited to showing
16 and renting units, selecting tenants, making repairs, collecting rents, or determining whom to evict, the
17 following provisions shall apply to each of them:

- 18 a. Prior to commencing employment in the management or operation of any
19 multi-family residential property, the Defendants shall:
- 20 1) Notify the prospective employer of this lawsuit, its resolution, and provide
21 the prospective employer with a copy of this Consent Decree.
 - 22 2) Undergo training on the Fair Housing Act, with specific emphasis on
23 discrimination on the basis of disability. The training shall be conducted
24 by an independent, qualified third party, approved by the United States,
25 and any expenses associated with this training shall be borne by the
26 Defendants. The Defendants shall obtain from the trainer a certification of
27 attendance confirming their attendance, in a form substantially equivalent

1 to Appendix B. This certification must be provided to counsel for the
2 United States within ten (10) days of execution.

3 3) Provide written notice to counsel for the United States of the identity,
4 address and telephone number of the employer, as well as sworn
5 certification that the Defendants informed the employer of this lawsuit and
6 provided the employer a copy of this Consent Decree.

7 b. The Defendants shall notify counsel for the United States, in writing, within
8 fifteen (15) days of receipt of any housing discrimination complaint on the basis
9 of disability against their employer. Such notification shall include the date of the
10 complaint, a copy of any written complaint or a description of the verbal
11 complaint, and contact information (including mailing addresses and daytime and
12 evening telephone numbers) for the complaining party. Within fifteen (15) days
13 of the resolution of any such complaint, the Defendants shall notify counsel for
14 the United States, in writing, of the details of the resolution.

15 4. In the event the Defendants, jointly or individually, begin residential rentals on any
16 property they currently own or subsequently acquire, the Defendants shall:

17 a. Prior to beginning such rentals, provide written notice to counsel for the United
18 States.

19 b. Within ten (10) days after beginning such rentals, post and prominently display in
20 their rental and management offices in locations that are easily visible to residents
21 and prospective residents, and at all other places on said properties in which
22 announcements or vacancies are posted, a sign no smaller than ten inches by
23 fourteen inches (10" x 14") indicating that all dwellings are available for rental on
24 a nondiscriminatory basis. A poster that includes the content required by 24
25 C.F.R. § 110.25 and otherwise comports with 24 C.F.R. Part 110 will satisfy this
26 requirement.

27 c. Within ten (10) days after beginning such rentals, ensure that all advertising in
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1 newspapers, telephone directories, radio, television, the Internet, or other media,
2 and on signs, pamphlets, brochures and other promotional literature, includes a
3 fair housing logo and the following sentence:

4 We are an equal opportunity housing provider. We do not discriminate on
5 the basis of race, color, national origin, religion, sex, familial status or
6 disability.

6 The words and logo should be prominently placed and easily legible.

7 d. Within thirty (30) days after beginning such rentals, adopt and implement
8 specific, uniform, and objective written standards and procedures for receiving
9 and handling requests made by persons with disabilities for reasonable
10 accommodations. These standards shall comply with the requirements of 42
11 U.S.C. §§ 3601, et seq., and shall include the following elements:

- 12 1) A provision describing where and how the Defendants will accept and
13 process requests for accommodations in their rules, policies, practices, or
14 services;
- 15 2) A provision stating that each request for reasonable accommodations and
16 response thereto shall be fully documented by the Defendants;
- 17 3) A provision stating that all requests for accommodations shall be
18 acknowledged, in writing, within fourteen (14) days of the Defendants'
19 receipt of an oral or written request;
- 20 4) A provision stating that the Defendants shall notify those requesting
21 reasonable accommodations in writing of their decision regarding the
22 request for accommodations within thirty (30) days of the Defendants'
23 receipt of the request, and further stating that if the Defendants deny a
24 request, they shall include an explanation of the basis for such denial in
25 this written notification;
- 26 5) A provision stating that the Defendants shall retain the final written
27 decision regarding the reasonable accommodations request in their files;

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6) A provision stating that the Defendants shall consider all requests for accommodations because of disability and shall grant those requests that are reasonable and necessary within the meaning of the Fair Housing Act; and

7) A provision stating that the Defendants shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more requests for reasonable accommodations.

e. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodations policy to each current resident of the property or properties, by delivering a copy by hand to each dwelling unit.

f. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodations policy to all prospective tenants at the time of application, to each new tenant at the time he or she signs his or her initial lease, and to each new employee at the time of hire.

g. Within thirty (30) days after beginning such rentals, post and prominently display the reasonable accommodations policy in its rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on its property or properties where announcements or vacancies are posted.

h. Keep written records of each request for reasonable accommodations they receive. These records shall include:

- 1) the name, address, and telephone number of the person making the request;
- 2) the date on which the request was received;
- 3) the nature of the request;
- 4) whether the request was granted or denied; and

1 5) if the request was denied, the reason(s) for the denial.

2 i. Provide copies of this Decree to all of the Defendants' agents and employees
3 whose duties, in whole or in part, involve the management of rental units, within
4 ten (10) days after their employment or agency with the Defendants begins, and
5 secure the signed statement, conforming to Appendix C, from each agent or
6 employee acknowledging that he or she has received and read and understands the
7 Decree, and has had his or her questions about the Decree answered. Any agent
8 or employee questions shall be answered by the Defendants or their counsel.

9 j. Within thirty (30) days of entry of this Decree and thereafter on the anniversary of
10 the date of entry of this Decree, submit to the United States a compliance report
11 as provided by this subparagraph, except that the Defendants shall submit the
12 final report sixty (60) days prior to the expiration of this Decree. The compliance
13 reports shall include:

- 14 1) copies of the written standards and procedures for handling requests for
15 reasonable accommodations referred to in paragraph 4(d) above, including
16 any subsequent modifications or additions thereto;
- 17 2) copies of any advertisements, pamphlets, brochures, or other promotional
18 literature concerning the Defendants' rental property or properties;
- 19 2) copies of the records regarding reasonable accommodation requests
20 referred to in paragraph 4(h) above; and
- 21 3) the signed statements and certifications of each agent and employee
22 referred to in paragraph 4(i) above.

23 k. Notify counsel for the United States, in writing, within fifteen (15) days of receipt
24 of any complaint of housing discrimination against the Defendants or any of their
25 agents or employees. Such notification shall include:

- 26 1) the date of the complaint;
- 27 2) a copy of any written complaint or a description of the verbal complaint;
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1 and

2 3) contact information (including mailing addresses and daytime and evening
3 telephone numbers) for the complaining party.

4 Within fifteen (15) days of the resolution of any such complaint, the Defendants
5 shall notify counsel for the United States, in writing, of the details of the
6 resolution.

7 1. Preserve all records related to this Decree and any other documents related to the
8 management or rental of units at its property or properties. Such documents
9 include, but are not limited to: applications; leases; tenant files; rules, policies
10 and procedures; and unit availability logs. Upon reasonable notice to the
11 Defendants, representatives of the United States shall be permitted to inspect and
12 copy any of the Defendants' records and inspect the Defendants' offices at any
13 and all reasonable times so as to determine compliance with this Decree;
14 provided, however, that the United States shall endeavor to minimize any
15 inconvenience to the Defendants from such inspections.

16 **VI. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

17 5. The Court shall retain jurisdiction for two (2) years after the entry of this Decree to
18 enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the
19 expiration of the Decree's term, the United States may move the Court to extend the duration of the
20 Decree for good cause, including on the basis of the Defendants' failure to comply with a provision of
21 the Decree.

22 6. The parties shall endeavor in good faith to resolve informally any differences regarding
23 the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a
24 resolution. However, in the event of a failure by the Defendants to perform in a timely manner any act
25 required by this Decree, or a violation by the Defendants of any provision thereof, the United States may
26 move this Court to impose any remedy authorized by law or equity, including, but not limited to, an
27 order requiring performance of such act or deeming such violation to have occurred, and an award of
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1 any damages, costs, and reasonable attorney's fees that may have been occasioned by the failure to
2 perform or the violation.


3 **VII. TIME FOR PERFORMANCE**

4 7. Any time limits for performance imposed by this Consent Decree may be extended by the
5 mutual, written agreement of the United States and the Defendants.

6 **VIII. COSTS OF LITIGATION**

7 8. Each party to this Consent Decree shall bear its own costs and attorney's fees associated
8 with this litigation.

9 **IT IS SO ORDERED**, this 10th day of August, 2009.

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11 
12
13 **FRANKLIN D. BURGESS**
14 **UNITED STATES DISTRICT JUDGE**

15
16 The undersigned apply for and consent to the entry of this Decree:

17 **FOR THE PLAINTIFF UNITED STATES OF AMERICA:**

18 Dated: July 30, 2009

19
20 **JEFFREY C. SULLIVAN**
21 United States Attorney

22 **LORETTA KING**
23 Acting Assistant Attorney General
24 Civil Rights Division

25 **BRIAN KIPNIS**
26 Civil Chief
27 United States Attorney's Office
28 700 Stewart Street
Suite 5220
Seattle, WA 98101-1271

s/ Signed on Original
STEVEN H. ROSENBAUM
Chief
REBECCA B. BOND
Deputy Chief
CHRISTOPHER J. FREGIATO
Trial Attorney

1 Phone: (206) 553-7970
2 Fax: (206) 553-4426

Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., N.W.
Northwestern Building, 7th Floor
Washington, D.C. 20530
Phone: (202) 305-0022
Fax: (202) 514-1116
E-Mail: Christopher.Fregiato@usdoj.gov

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1 **FOR THE PLAINTIFF/INTERVENOR WILLIAM FREEMAN PRICE:**

2 Dated: July 24, 2009

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4
5 s/ Signed on Original
6 WILLIAM B. FREEMAN PRICE
7 2120 46th Ave., Apt. 13
8 Longview, WA 98632-5061

8 **FOR THE DEFENDANTS JOHN E. PRICE AND SHIRLEY L. PRICE:**

9 Dated: July 31, 2009

10
11
12 s/ Signed on Original
13 JOEL E. WRIGHT, WSBA No. 8625
14 WILLIAM R. KIENDL, WSBA No. 23169
15 Lee Smart, P.S., Inc.
16 Attorneys for Defendants
17 John E. Price and Shirley L. Price
18 701 Pike St., Suite 1800
19 One Convention Place
20 Seattle, WA 98101-3929
21 Phone: (206) 624-7990
22 Fax: (206) 624-5944
23 E-mail: wrk@leesmart.com

s/ Signed on Original
JOHN E. PRICE

s/ Signed on Original
SHIRLEY L. PRICE

APPENDIX A

RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in United States v. John E. Price and Shirley L. Price, Civil Action No. 3:07-cv-5218-FDB (W.D. Wash.) ("the Lawsuit"), including the Defendants' payment to me of the sum of Thirty Five Thousand Dollars and No Cents (\$35,000.00), I, William B. Freeman Price, hereby release and fully discharge the Price Defendants, and all of their respective predecessors-in-interest, successors-in-interest, subsidiaries, affiliates, insurers, officers, principals, owners, partners, agents, lawyers, servants, managers and employees ("the released parties") from the claims made in the Lawsuit and any and all other claims, demands, liabilities, obligations, damages, causes of action or suits which I may have against the released parties, including but not limited to claims arising under the Fair Housing Act (FHA), 42, U.S.C. § 3612, et seq., the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., any state or local disability acts, common law negligence, loss of consortium, any type of subrogation, property damages, economic loss, health care expenses, or claims for costs, exemplary damages, interest, attorney's fees, and/or expert witness fees, whether known or unknown, whether suspected or unsuspected, which I and my successors or assigns (including but not limited to any subrogation assigns), may have as against the released parties herein. This release includes, but is not limited to, all claims, demands, liabilities, obligations, damages, causes of action, lawsuits, attorneys' fees, interest, and litigation costs, whether known or unknown, whether suspected or unsuspected, arising from the allegations in the Lawsuit. This release extends to all matters, claims and causes of action alleged, asserted, or assertable by me against the released parties, to specifically include any liens for medical care or other health care costs relating to the allegations in the Lawsuit.

It is further understood and agreed that this release in full is intended to cover any and all claims for future damages, including claims for any type of liability, tax penalties, personal income, business income, health care expenses, or other losses not known to the parties to this Consent Decree, but which may later develop or be discovered in connection with any matter relating to the Lawsuit.

Should this Release be invalidated for any reason, the released parties designated above shall have a set off in the amount of the aforestated monetary settlement amount of \$35,000.00, made by or on behalf of the released parties named in this Release, together with interest from the date of this Release, at the rate allowed upon judgment in the United States District Court for the Western District of Washington.

WILLIAM B. FREEMAN PRICE
2120 46th Avenue, Apt. 13
Longview, WA 98632-5061

Dated: _____

APPENDIX B

TRAINING CERTIFICATION

I certify that on _____, 20____, defendant _____ attended a training session, which I conducted, regarding his/her responsibilities under the Fair Housing Act, with specific emphasis on discrimination on the basis of disability. This training session conformed to the terms of the Consent Decree entered by the Court in United States v. John E. Price and Shirley L. Price, Civil Action No. 3:07-cv-5218-FDB (W.D. Wash.), and the federal, state and local fair housing laws.

Signature

Print Name

Job Title

Date

APPENDIX C

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received a copy of the Consent Decree entered by the Court in United States v. John E. Price and Shirley L. Price, Civil Action No. 3:07-cv-5218-FDB (W.D. Wash.), and the reasonable accommodations policy of John E. Price and Shirley L. Price. I have read and understand the Consent Decree and the reasonable accommodations policy, 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

Date

Certificate of Service

I, Christopher J. Fregiato, certify that on this 4th day of August, 2009, I electronically lodged with the Clerk of Court this CONSENT DECREE using the CM/ECF system, which will send notification of such filing to the following individuals:

Joel E. Wright
jw@leesmart.com
William R. Kiendl
wrk@leesmart.com
Lee Smart, P.S., Inc.
1800 One Convention Place
701 Pike Street
Seattle, WA 98101-3929
Phone: (206) 624-7990
Fax: (206) 624-5944

I also certify that I served a copy of this CONSENT DECREE via U.S. Mail to:

William B. Freeman Price
2120 46th Ave., Apt. 13
Longview, WA 98632-5061

s/ Signed on Original

CHRISTOPHER J. FREGIATO

Attorney
U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave., N.W.
Northwestern Building, 7th Floor
Washington, D.C. 20530
Phone: (202) 305-0022
Fax: (202) 514-1116
E-mail: Christopher.Fregiato@usdoj.gov