

1 and management of residential dwellings in Washington State as defined by RCW 49.60.040(9).
2 Defendants' principal place of business is located at 2960 Camino Diablo Suite 300, Walnut
3 Creek, CA 94597-3961. Defendants market, manage and rent residential housing to the public.
4 Defendants manage multi-family residential rental properties, including Sunset Ridge
5 Apartments located at 5918 Hannah Pierce Rd. W. University Place, WA 98467 ("Sunset
6 Ridge").

7 1.3. The parties have voluntarily agreed to resolve the allegations made by the State
8 without the need for additional investigation or litigation and without the need for trial or
9 adjudication of any law or fact.

10 1.4. Defendants agree that they will not oppose entry of this Consent Decree on the
11 ground that it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby waive
12 any objection thereon.

13 1.5. All communications related to this Consent Decree may be directed to: Virak
14 Anthony Thach, Civil Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite
15 2000, Seattle, WA 98104-3188. Phone: (206) 492-4715, Email: Anthony.Thach@atg.wa.gov
16 and CivilRights@atg.wa.gov.

17 **II. INVESTIGATION**

18 2.1. Pursuant to RCW 43.10.030(1), RCW 19.86.140 and RCW 19.86.080(1), the
19 Attorney General opened an investigation into Defendants' policies and practices at Sunset
20 Ridge in April 2023, after receiving a complaint from a for-profit community-based behavioral
21 health provider that assists individuals with disabilities, including with finding housing, alleging
22 that Defendants were violating the WLAD, RLTA, and CPA. Based on its investigation, as
23 alleged in the Complaint, the Attorney General's Office (AGO) filed this lawsuit, alleging that
24 Defendants violated the WLAD, RLTA and CPA by refusing to rent and/or refusing to negotiate
25 the rental of a dwelling to prospective tenants with disabilities based on their use of benefits or
26 subsidy programs; refusing to grant reasonable accommodations; making discriminatory

1 statements in connections with real estate transactions; and engaging in deceptive advertisement
2 regarding Sunset Ridge’s compliance with anti-discrimination law.

3 2.2. Defendants deny that any violations of the WLAD, RLTA or CPA occurred and
4 deny all allegations of wrongdoing or liability. Defendants further represent that they have, and
5 continue to, enforce equal opportunity and fair housing policies, including the acceptance of
6 Section 8 vouchers and reasonable accommodations for people with disabilities.

7 **Wherefore, it is ORDERED, ADJUDGED, and DECREED:**

8 **III. INJUNCTION**

9 3.1. Defendants, their agents, employees, and successors shall comply with the
10 WLAD and RLTA. Specifically, with respect to the rental of dwellings, Defendants, their agents,
11 employees, successors and all other people in active concert or participation with them shall not:

12 3.1.1. Refuse to engage in a real estate transaction because of a person’s source
13 of income or a person’s disability of any kind (including sensory, mental, or physical),
14 or a person’s use of a trained dog guide or service animal by a person with a disability
15 (“disability”);

16 3.1.2. Refuse to negotiate a real estate transaction with any person because of
17 disability or source of income;

18 3.1.3. Refuse to make a reasonable accommodation in rules, policies, practices,
19 or services when such accommodations may be necessary to afford a person with
20 disability an equal opportunity to use and enjoy a dwelling;

21 3.1.3.1 Except as required by law, a landlord is not required to pay for
22 alterations or additions to real property needed to make it
23 accessible by disabled persons.

24 3.1.4. Make statements in connection with a real estate transaction that indicate,
25 directly or indirectly, an intent to make a limitation, specification, or discrimination
26 because of disability with respect thereto.

1 acknowledging that they have received the Nondiscrimination Policy. This statement shall be
2 in the form of **Appendix B**.

3 6.3. Within one hundred and twenty (120) days from the date of entry of this
4 Consent Decree, Defendants and all their principals, officers, directors, agents, managers, and
5 employees involved in marketing content, showing, renting, managing or interacting with
6 tenants and prospective tenants to manage residential dwelling units for Defendants shall
7 undergo in-person fair housing training with specific emphasis on disability and source of
8 income discrimination. The training shall be conducted by an independent, qualified third
9 party, approved in advance by the AGO.

10 6.4. To obtain approval, at least forty-five (45) days prior to the scheduled training,
11 Defendants shall supply to the AGO, the name and contact information of the trainer, as well
12 as the trainer's materials used or to be used in the training. Should the AGO determine the
13 party is not qualified to provide such training or the materials do not adequately cover the
14 above-mandated content, the AGO will notify Defendants within fourteen (14) days of receipt
15 of notice of the trainer selection. In the event the AGO does not approve Defendants' proposed
16 trainer, the AGO will work with Defendants to identify a suitable party to provide the required
17 training.

18 6.5. Defendants shall obtain confirmation of attendance for each individual who
19 receives training including the date, name of the course, length of the course, name of the
20 instructor, and name of the individual who completed the course. Copies of these certificates,
21 in the form of **Appendix C**, shall be submitted to the AGO. Defendants shall bear any
22 expenses associated with this training.

23 **VII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

24 7.1. For the duration of this Consent Decree, Defendants shall preserve all documents,
25 whether in paper or electronic form, that relate to the following:
26

1 7.1.1. The Rental Application Forms required under Section IV of this Consent
2 Decree.

3 7.1.2. The written Nondiscrimination Policy required by Section V and
4 Appendix A of this Consent Decree and any changes and modifications thereto,
5 together with the effective date(s) of those changes. The written training materials
6 required by Section VI of this Consent Decree, together with the dates, location, trainer,
7 training duration, and attendance at each training, including all signed forms from
8 individuals who have received the required notices and signed statements in the form of
9 Appendix B and attendance verifications for training attendees who have signed
10 attendance verifications in the form required by Appendix C.

11 7.1.3. Any known complaint against Defendants, or their agents or employees,
12 regarding discrimination because of disability or source of income.

13 7.2. For the duration of this Consent Decree, each year, between January 15 and no
14 later than February 1, Defendants shall send to the AGO a compliance report that shall:

15 7.2.1. Identify and describe any changes to the Rental Application Forms
16 required under Section IV of this Consent Decree, or state that no such changes have
17 been made, if that is the case.

18 7.2.2. Identify and describe any change to the Nondiscrimination Policy
19 required under Section V and Appendix A of this Consent Decree, or state that no such
20 change has been made, if that is the case.

21 7.2.3. Provide a copy of all training materials and attendee information
22 regarding the trainings required under Section VI of this Consent Decree, including all
23 signed forms from individuals who have received the required notices.

24 7.2.4. Provide records of any allegations or complaints that Defendants have
25 engaged in discrimination because of disability or source of income.
26

1 Apartment Investors or Park Place Asset Management that would change the identity of the
2 corporate entity responsible for compliance obligations arising under this Consent Decree,
3 including but not limited to dissolution, assignment, sale, merger, or other action that would
4 result in the emergence of a successor corporation; or the creation or dissolution of a
5 subsidiary, parent, or affiliate that engages in any acts or practices subject to this order. To the
6 extent the change in control is or will be the result of an arms-length transaction that transfers
7 ownership, management, and control of Sunset Ridge Apartment Investors’ real property
8 and/or Park Place Asset Management to an independent third-party, the obligations of this
9 Consent Decree shall not transfer to the independent third-party.

10 10.2. The parties agree that, as of the date of the entry of this Consent Decree, litigation
11 is not “reasonably foreseeable” concerning the matters described above. To the extent that either
12 party previously implemented a litigation hold to preserve documents, electronically stored
13 information (ESI), or things related to the matters above, the party is no longer required to
14 maintain such litigation hold. Nothing in this paragraph relieves either party of any other
15 obligations imposed by this Consent Decree.

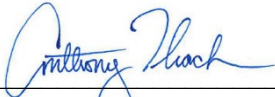
16 DATED this ____ day of ____ 2026.

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19 Superior Court Judge
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Presented by:

NICHOLAS W. BROWN
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Attorneys for Plaintiff State of Washington

Agreed to and approved for entry by:

s/ Hailey Delay

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*Attorney for Defendants Sunset Ridge
Apartment Investors and Park Place Asset
Management*

APPENDIX A
NONDISCRIMINATION POLICY

It is the policy of Sunset Ridge Apartment Investors, a California Limited Partnership (“Sunset Ridge Apartment Investors”) and Park Place Asset Management, a California Limited Partnership (“Park Place Asset Management”) to comply with the Washington Law Against Discrimination, the Residential Landlord-Tenant Act, and the Washington Consumer Protection Act, by ensuring that apartments are available to all persons without regard to race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, disability, or legal source of income including benefits or subsidy programs. This policy means that, among other things, Sunset Ridge Apartment Investors and Park Place Asset Management 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:

1. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person based on any of the characteristics underlined above;
2. 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;
3. 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
4. To represent to a person, with any of the characteristics underlined above that any dwelling is not available for inspection or rental when such dwelling is in fact available.

This means that Sunset Ridge Investors and Park Place Asset Management does not 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 may be subject to appropriate disciplinary action, consistent with Sunset Ridge Apartment Investors and Park Place Asset Management’s policies. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or prospective tenants on the basis of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, disability, or legal source of income including benefits or subsidy programs, may constitute a violation of state fair housing laws.

1 **APPENDIX B**
2 **ACKNOWLEDGEMENT OF RECEIPT OF NONDISCRIMINATION POLICY**

3 I acknowledge that on _____, 20____ I was
4 provided copies of the Nondiscrimination Policy adopted by Sunset Ridge Apartment Investors
5 and Park Place Asset Management.

6
7
8 _____
Signature

9
10 _____
Print Name

11
12 _____
Job Title/Position

13
14 _____
Date

APPENDIX C
EMPLOYEE TRAINING AND ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received
_____ hours of in-person fair housing training provided by
_____.

Signature

Print Name

Job Title/Position

Date