

FILED  
6/26/2022  
Timothy Fitzgerald  
Spokane County Clerk

**STATE OF WASHINGTON  
SPOKANE COUNTY SUPERIOR COURT**

WASHINGTON STATE HUMAN RIGHTS  
COMMISSION, presenting the case in support  
of the complaints filed by SHARELL NEAL,  
CAROL RICHEY, AND GARY COX,

Plaintiff,

v.

ROBERT SARACENO and FRANCINE  
SARACENO, the marital community  
comprised thereof and d/b/a ACTION AUTO  
AND BOAT REPAIR, a/k/a ACTION AUTO  
SALES, a/k/a ACTION AUTO REPAIR, a/k/a  
ACTION AUTO, and FRANCINE  
SARACENO, individually and as personal  
representative of the ESTATE OF ROBERT  
JOHN SARACENO,

Defendants.

NO. 22-2-01759-32

COMPLAINT FOR RELIEF UNDER  
THE WASHINGTON LAW  
AGAINST DISCRIMINATION

**I. INTRODUCTION**

1.1 Plaintiff Washington State Human Rights Commission, by and through its attorneys Emily C. Nelson and Alfredo González Benítez, Assistant Attorneys General, files this action against Defendants Robert and Francine Saraceno, both as a marital community and doing

1 business as Action Auto and Boat Repair, a/k/a Action Auto Sales, a/k/a Action Auto Repair,  
2 a/k/a Action Auto; and Francine Saraceno, individually and as personal representative of the  
3 Estate of Robert John Saraceno (collectively, Defendants) to remedy unlawful sex discrimination  
4 and retaliation in the rental of residential housing.

## 5 **II. JURISDICTION AND VENUE**

6 2.1 The Commission has jurisdiction to prosecute this case. RCW 49.60.030(2), .340.  
7 The Commission must investigate complaints of housing discrimination and, if it makes a  
8 finding of reasonable cause to believe the respondent of the complaint has engaged in housing  
9 discrimination, to seek relief. RCW 49.60.240(1)(c). If the Commission is unable to reach a  
10 voluntary agreement with the respondent to resolve the matter through conciliation, the  
11 complainant or respondent may elect to have the claims on which the Commission found  
12 reasonable cause decided in a civil action in superior court. RCW 49.60.340. After the  
13 Commission's reasonable cause finding in this case, Defendants made such an election.

14 2.2 This matter is timely because the Commission has commenced this action within  
15 thirty days of Defendant Francine Saraceno's election. RCW 49.60.340(2).

16 2.3 The violations alleged in this Complaint were committed in whole or in part in  
17 Spokane County, and Defendants transact business in Spokane County. Venue is thus proper in  
18 Spokane County pursuant to RCW 4.12.020 and RCW 4.12.025.

## 19 **III. FACTUAL ALLEGATIONS**

20 3.1 Plaintiff is the Washington State Human Rights Commission, a state agency with  
21 statutory authority to eliminate and prevent certain forms of discrimination, including housing  
22 discrimination on the basis of sex. RCW 49.60.010.

23 3.2 At all times relevant to this action, Defendants Robert and Francine Saraceno  
24 were a married couple who resided in Spokane County.

25 3.3 Robert Saraceno died testate on July 26, 2021.  
26

1           3.4     On or about October 10, 2021, Spokane County Superior Court appointed  
2 Defendant Francine Saraceno as the personal representative of the Estate of Robert John  
3 Saraceno, and admitted the Last Will and Testament of Robert John Saraceno to probate. *See In*  
4 *re Estate of Robert John Saraceno*, No. 21-4-02043-32 (Spokane Cnty., Wash. Super. Ct., Oct.  
5 10, 2021).

6           3.5     On or about May 11, 2022, and pursuant to RCW 11.40.070, the Commission  
7 filed a creditor's claim in *In re Estate of Robert John Saraceno*, No. 21-4-02043-32.

8           3.6     At all times relevant to this action, Action Auto and Boat Repair, a/k/a Action  
9 Auto Sales, a/k/a Action Auto Repair, a/k/a Action Auto, was a sole proprietorship owned by  
10 Robert and Francine Saraceno, located at 7419 East Trent Avenue, Spokane Valley, Washington  
11 (Action Auto).

12          3.7     At all times relevant to this action, Defendants Robert and Francine Saraceno  
13 owned residential rental properties located at 23 and 27 South Haven Street, Spokane,  
14 Washington; and a commercial property located at 7413 East Trent Avenue, Spokane Valley,  
15 Washington, which they rented to tenants as a residence (collectively, the rental properties).

16          3.8     The rental properties described in paragraph 3.7 are "[d]wellings" under RCW  
17 49.60.040(9).

18          3.9     At all times relevant to this action, Defendants engaged in "[r]eal estate  
19 transactions" by renting and/or leasing the properties described in paragraph 3.7 to tenants in  
20 Spokane County. RCW 49.60.040(22).

21          3.10    At all times relevant to this action, Defendants controlled all aspects of  
22 management of the rental properties including, but not limited to, advertising vacancies,  
23 accepting or rejecting prospective tenants, setting rates for rent and security deposits, collecting  
24 rent, accepting or rejecting requests for repairs, and evicting tenants.

25          3.11    Complainant Sharell Neal is a 41-year-old woman who rented the 23 South  
26 Haven Street residence from Defendants, in or around June 2016 until July 30, 2018.

1           3.12 Complainant Carol Richey is a 35-year-old woman who rented the 23 South  
2 Haven Street residence from Defendants, in or around June 2018 until May 30, 2021.

3           3.13 Complainant Gary Cox is a man who rented the 23 South Haven Street residence  
4 from Defendants, in or around June 2018 until May 30, 2021. Mr. Cox is Ms. Richey's fiancé,  
5 and together they parent five children.

6           3.14 By virtue of his relationship with Ms. Richey, Mr. Cox is associated with  
7 someone who is a member of a protected class.

8           3.15 During Complainants' tenancies, Defendants subjected them to unlawful  
9 discrimination on the basis of sex, including quid pro quo sexual harassment and/or severe,  
10 pervasive, and unwelcome sexual conduct that created a hostile housing environment. The sexual  
11 conduct was carried out by Robert Saraceno. Defendants additionally made their housing  
12 unavailable, expelled them, and retaliated against them for resisting Robert Saraceno's sexual  
13 advances.

14 **A. Complainant Sharell Neal**

15           3.16 In or around June 2016, Ms. Neal moved into the 23 South Haven Street residence  
16 with her then-15-year-old daughter. She agreed to pay \$600 per month in rent, in cash. Although  
17 Ms. Neal requested a lease, Mr. Saraceno refused to provide one.

18           3.17 Soon after she moved in, Mr. Saraceno began making many unwelcome and  
19 intimidating sexual advances and comments to Ms. Neal. These included, but were not limited  
20 to:

21                   3.17.1 Requesting hugs and kisses;

22                   3.17.2 Offering to pay Ms. Neal for sex;

23                   3.17.3 Making comments about the size of Ms. Neal's breasts; and

24                   3.17.4 Threatening to have Mr. Saraceno's associates physically remove Ms.  
25 Neal from her home if she did not acquiesce to his demands.  
26

1           3.18 Robert Saraceno made many of these unwelcome and threatening statements  
2 while collecting rent from Ms. Neal at her residence, and on the premises of Action Auto where  
3 Ms. Neal eventually began paying rent.

4           3.19 Ms. Neal verbally rejected Mr. Saraceno's advances by telling him no, turning  
5 down his offer to pay her for sex, and at one point telling him something to the effect of, "you  
6 don't get it, we're never having sex."

7           3.20 On several occasions, Mr. Saraceno requested sexual favors in exchange for  
8 rental improvements, repairs, and maintenance services. These improvements, repairs, and  
9 maintenance services included, but were not limited to, the purchase of a washer and dryer for  
10 Ms. Neal's residence, and regular yard maintenance. Because Ms. Neal rejected Mr. Saraceno's  
11 requests and advances, Mr. Saraceno refused to complete the previously offered or requested  
12 improvements, repairs, and maintenance services.

13           3.21 In or around November 2017, the upstairs plumbing began leaking sewage into  
14 Ms. Neal's kitchen, rendering it unusable. Ms. Neal reported the leak to Mr. Saraceno, and he  
15 re-routed the plumbing to drain wastewater directly on the ground outside of the residence. When  
16 Ms. Neal requested that Mr. Saraceno find a more permanent solution, as the human waste had  
17 begun attracting flies, Mr. Saraceno told Ms. Neal he would fix it if she would have sex with  
18 him.

19           3.22 As a result of Mr. Saraceno's harassing behavior, Ms. Neal began experiencing  
20 significant fear and distress. At the time, Ms. Neal worked two jobs, and worried about leaving  
21 her daughter alone. Ms. Neal began sleeping with a knife under her pillow, out of fear that Mr.  
22 Saraceno may try to enter her home at night, since he had a key.

23           3.23 Eventually, Ms. Neal located a house to purchase, and moved out of the residence  
24 on or around July 30, 2018. She did not provide Mr. Saraceno with advance notice, as she did  
25 not want him potentially to find out where she was moving. Ms. Neal would have stayed longer  
26 at the residence, but found alternative housing because she no longer felt safe at 23 South Haven.

1           3.24   Prior to vacating, Ms. Neal allowed her cousin, Complainant Carol Richey, and  
2 her family to move in with her. Ms. Neal wanted to help Ms. Richey and her family because they  
3 were homeless, and Ms. Neal did not believe Mr. Saraceno would bother Ms. Richey because  
4 she lived with her fiancé, Complainant Gary Cox. Ms. Richey was also in her third trimester of  
5 pregnancy at this time. Ms. Neal told Ms. Richey about some of Mr. Saraceno's behavior, but  
6 she believed it was just directed at her, and did not expect it to continue once Ms. Neal herself  
7 vacated the property.

8           3.25   After vacating, on or around August 1, 2018, Mr. Saraceno called Ms. Neal, asked  
9 for the rent, and threatened to have her removed if she did not pay. Ms. Neal informed Mr.  
10 Saraceno that she had moved out.

11 **B.       Complainants Carol Richey and Gary Cox**

12           3.26   In or around June 2018, Ms. Richey, Mr. Cox, and their four children moved in  
13 to 23 South Haven. They wanted to continue to rent the residence once Ms. Neal moved out, so  
14 they went to Action Auto to see if Mr. Saraceno would agree to that arrangement.

15           3.27   When she arrived at Action Auto, Ms. Richey remembered that she had had a  
16 troubling interaction with Mr. Saraceno when purchasing a car from him in or around July 2017.  
17 Back then, Ms. Richey visited Action Auto to pick up car tabs for a vehicle she and Mr. Cox had  
18 just purchased from the business. While she was there, Mr. Saraceno made several comments to  
19 Ms. Richey, inviting her to "go for a ride," asking if she was "chicken," after she rejected his  
20 advances, and telling her something to the effect of, "your boyfriend doesn't have to know."

21           3.28   Mr. Saraceno agreed to allow them to rent the residence, and accepted \$600 cash  
22 as rent. At one point during the meeting, however, Mr. Saraceno instructed Ms. Richey to come  
23 back without her boyfriend next time in reference to Mr. Cox. Based on her previous interaction  
24 with Mr. Saraceno, Ms. Richey understood Mr. Saraceno to be implying that he wanted to be  
25 alone with her for sexual reasons. Prior to this, Ms. Richey had not realized that Robert Saraceno,  
26 who had made unwelcome sexual advances toward her at Action Auto during the car purchase,

1 would now be her landlord. Because her family was homeless and she urgently needed to provide  
2 housing for her children, Ms. Richey felt she had little choice but to move into the home and  
3 trust that Mr. Saraceno would respect the rights of herself and her family.

4 3.29 As he had with Ms. Neal, Mr. Saraceno began making unwelcome and  
5 intimidating sexual advances and comments to Ms. Richey soon after she began living at the  
6 residence. This included, but was not limited to:

7 3.29.1 Groping or otherwise touching Ms. Richey's pregnant belly without her  
8 consent;

9 3.29.2 Making sexual innuendos to Ms. Richey while collecting rent at her  
10 residence and at Action Auto;

11 3.29.3 Visiting Ms. Richey and Mr. Cox's home without notice, when Mr.  
12 Saraceno knew Ms. Richey would be alone; and

13 3.29.4 Surveilling Ms. Richey from his car parked in the street in front of the  
14 residence.

15 3.30 Approximately two months after Ms. Richey and Mr. Cox began renting at  
16 23 South Haven, they contacted Mr. Saraceno and requested repairs to their residence. The sewer  
17 leak that had begun during Ms. Neal's tenancy had gotten worse, the upstairs toilet was leaking  
18 onto the kitchen table, and black mold was growing in the bathroom. The kitchen ceiling panels  
19 also had begun bowing because of these leaks.

20 3.31 Mr. Saraceno visited the residence while Mr. Cox was out, and demanded a  
21 damage deposit from Ms. Richey. When Ms. Richey invited Mr. Saraceno to enter the home to  
22 view some improvements Mr. Cox had made since they moved in, Mr. Saraceno replied  
23 something to the effect of, "I bet you want me to come inside." Ms. Richey understood this to  
24 be a sexual innuendo.

25 3.32 Mr. Saraceno's actions made Ms. Richey feel afraid and upset, and she took steps  
26 to avoid coming into contact with him so as not to experience his harassing behavior. These steps

1 included asking her brother to stay over on nights when Mr. Cox was working, and having Mr.  
2 Cox deliver rent payments to Action Auto, rather than her. Ms. Richey also began feeling very  
3 uneasy and unsafe in her home, as she was often alone while Mr. Cox was at work and did not  
4 know when Mr. Saraceno would come by the residence.

5 3.33 Mr. Cox also was very upset by Mr. Saraceno's behavior, and the effect it was  
6 having on Ms. Richey. Mr. Cox worried about his partner while he was at work, as she was in  
7 her third trimester of pregnancy. Mr. Cox was frustrated by his inability to protect Ms. Richey  
8 from Mr. Saraceno's unwelcome sexual advances.

9 3.34 On or about July 31, 2019, Ms. Neal filed a housing discrimination complaint  
10 with the Commission against Robert and Francine Saraceno.

11 3.35 On or about August 9, 2019, Ms. Richey and Mr. Cox filed housing  
12 discrimination complaints with the Commission against Robert and Francine Saraceno.

13 3.36 Approximately one week after filing their complaints, while they were still living  
14 at 23 South Haven, Ms. Richey and Mr. Cox found a note on the door of their residence stating  
15 they had too many people living at the rental property, and that the yard needed to be cleaned  
16 up. For sale signs were also posted around the yard.

17 **C. Other Female Tenants of the Saracenos' Rental Properties**

18 3.37 In addition to Complainants Neal, Richey, and Cox, Defendants subjected several  
19 other female tenants to unlawful discrimination on the basis of sex, including quid pro quo sexual  
20 harassment and/or severe, pervasive, and unwelcome sexual conduct that created a hostile  
21 housing environment. Again, the sexual conduct was carried out by Robert Saraceno.

22 3.38 The other female tenants resided at the rental properties between at least 2008 to  
23 2017.

24 3.39 On several occasions, Mr. Saraceno made unwelcome sexual comments about  
25 female tenants' and prospective female tenants' appearance or bodies, including their buttocks  
26



1 and breasts. Mr. Saraceno made these comments while collecting rent at the properties, while  
2 showing prospective tenants the rental properties, and when tenants paid rent at Action Auto.

3 3.40 On several occasions, Mr. Saraceno groped or attempted to grope female tenants  
4 and prospective female tenants without their consent.

5 3.41 On one occasion, Mr. Saraceno sexually assaulted a prospective female tenant  
6 while she was viewing the 27 South Haven rental property. The female tenant reported the assault  
7 to police, who conducted an investigation that included interviewing Mr. Saraceno at Action  
8 Auto and obtaining a warrant for his DNA. The female tenant had previously rented the  
9 Saracenos' 7413 East Trent Avenue rental property, from in or around winter 2011 to June 2013.  
10 During that tenancy, she experienced unwelcome sexual advances and comments from Mr.  
11 Saraceno, as well as uninvited groping or touching of her body.

12 3.42 On several occasions, Mr. Saraceno granted or offered to grant tangible housing  
13 benefits to female tenants—such as reducing the rent, approving a rental application, or allowing  
14 continued residence at the residential properties—in exchange for sexual favors.

15 3.43 As with Complainants, Robert Saraceno's sexual misconduct was unwelcome,  
16 severe, and pervasive, and caused female tenants and prospective female tenants to feel fear,  
17 stress, depression, anxiety, shame, and extreme discomfort.

18 3.44 As a result of Ms. Neal's, Ms. Richey's, and other female tenants' rejection of  
19 Robert Saraceno's sexual advances, Defendants refused to complete necessary maintenance  
20 and/or repairs; threatened to initiate, or did initiate, eviction proceedings against them; or  
21 otherwise discriminated against Complainants and other female tenants. These actions were  
22 carried out by Robert Saraceno, to the benefit of all Defendants, and would dissuade a reasonable  
23 person from engaging in protected activity.

24 3.45 The alleged conduct was objectively and subjectively intolerable and resulted in  
25 the constructive eviction of Complainant Neal and other female tenants.  
26

1           3.46    The alleged conduct was objectively and subjectively intolerable and resulted in  
2 the deprivation of housing to otherwise qualified prospective female tenants.

3           3.47    Robert Saraceno's conduct was intentional, willful, and/or taken in reckless  
4 disregard for the rights of others.

5           3.48    Robert Saraceno's course of conduct towards Complainants, female tenants and  
6 prospective female tenants, and persons associated with them, between approximately 2008 and  
7 May 30, 2021, was part of the same unlawful housing practice.

8           3.49    Robert Saraceno committed intentional and unlawful housing discrimination on  
9 the basis of sex while conducting business that benefitted Defendant marital community of  
10 Robert and Francine Saraceno. The marital community of Robert and Francine Saraceno is  
11 therefore liable for Robert Saraceno's intentional and unlawful housing discrimination on the  
12 basis of sex.

13          3.50    Robert Saraceno committed intentional and unlawful housing discrimination on  
14 the basis of sex while conducting business that benefitted the Estate of Robert John Saraceno.  
15 The Estate of Robert John Saraceno is therefore liable for Robert Saraceno's intentional and  
16 unlawful housing discrimination on the basis of sex.

17          3.51    By virtue of her status as an owner and landlord, Defendant Francine Saraceno is  
18 joint and severally liable for Mr. Saraceno's conduct.

19          3.52    In addition to her joint and several liability, Defendant Francine Saraceno knew  
20 of Robert Saraceno's intentional and unlawful housing discrimination on the basis of sex, and  
21 did not take reasonable steps to investigate, take corrective action, or stop it. For example, in or  
22 around 2014, Ms. Saraceno was aware that Mr. Saraceno had received sexual favors from tenants  
23 in exchange for rent at the 23 South Haven residence, but did not take reasonable steps to  
24 investigate or take corrective action to end the practice.

25          3.53    As a proximate result of Defendants' actions and omissions, Complainants and  
26 persons associated with them, and other Washington residents who are past female tenants or

1 past prospective female tenants, and persons associated with them, have been injured by  
2 Defendants' sexual harassment, expulsion, retaliation, and other unlawful conduct as alleged  
3 herein. Such persons have suffered pecuniary and/or nonpecuniary injuries because of the  
4 conduct alleged in this case.

#### 5 **IV. CAUSES OF ACTION**

6 4.1 Plaintiff realleges paragraphs 1.1 through 3.53 and incorporates them herein as if  
7 set forth in full.

##### 8 **FIRST CAUSE OF ACTION** 9 **(Violation of the WLAD – Sex Discrimination in Terms and Conditions of Housing,** 10 **Harassment (Hostile Housing Environment))**

11 4.2 It is an unfair practice for a housing provider to discriminate against any person in  
12 the terms, conditions, and privileges of rental of a dwelling, or in the provision of services or  
13 facilities in connection therewith because of sex. Sexual harassment is a form of unlawful  
14 discrimination that affects the terms, conditions, and privileges of housing rental.

15 4.3 Defendants' actions, including but not limited to the actions described above,  
16 constituted unwelcome sexual harassment of Complainants and other past female tenants and past  
17 prospective female tenants that created a hostile environment and was sufficiently severe or  
18 pervasive as to affect the terms, conditions, and privileges of the rental properties.

19 4.4 By the actions described above, Defendants have discriminated against  
20 Complainants and other past female tenants and past prospective female tenants in the terms,  
21 conditions, and privileges of rental of a dwelling, or in the provision of services or facilities in  
22 connection therewith because of their sex, in violation of RCW 49.60.030(1)(c); .222(1)(b).

##### 23 **SECOND CAUSE OF ACTION** 24 **(Violation of the WLAD – Sex Discrimination in Terms and Conditions of Housing,** 25 **Harassment (Quid Pro Quo))**

26 4.5 It is an unfair practice for a housing provider to discriminate against any person in  
the terms, conditions, and privileges of rental of a dwelling, or in the provision of services or

1 facilities in connection therewith because of sex. Quid pro quo sexual harassment is a form of  
2 unlawful discrimination that affects the terms, conditions, and privileges of housing rental.

3 4.6 Defendants' actions, including but not limited to the actions described above,  
4 constituted unwelcome quid pro quo sexual harassment, whereby the terms, conditions, and  
5 privileges of the rental properties were conditioned upon Complainants' and other past female  
6 tenants' and past prospective female tenants' acquiescence to Robert Saraceno's sexual demands.

7 4.7 By the actions described above, Defendants have discriminated against  
8 Complainants and other past female tenants and past prospective female tenants in the terms,  
9 conditions, and privileges of rental of a dwelling, or in the provision of services or facilities in  
10 connection therewith because of their sex, in violation of RCW 49.60.030(1)(c); .222(1)(b).

### 11 **THIRD CAUSE OF ACTION**

#### 12 **(Violation of the WLAD – Sex Discrimination in Housing, Making Housing Unavailable)**

13 4.8 It is an unfair practice for a housing provider to discriminate in the rental of a  
14 dwelling or otherwise make a rental unavailable to a person because of sex. Sexual harassment by  
15 a housing provider is a form of unlawful discrimination that can deter prospective tenants from  
16 obtaining an otherwise available rental property and deter current tenants from remaining in their  
17 housing, thereby rendering the rental unavailable to them because of sex.

18 4.9 By the actions described above, Defendants have discriminated against or otherwise  
19 made a rental unavailable to Complainants and other past female tenants and past prospective  
20 female tenants because of their sex, in violation of RCW 49.60.030(1)(c); .222(f).

### 21 **FOURTH CAUSE OF ACTION**

#### 22 **(Violation of the WLAD - Sex Discrimination in Housing, Expulsion)**

23 4.10 It is an unfair practice for a housing provider to expel a person from occupancy of  
24 real property because of sex. Expelling a person who rejects or fails to submit to a housing  
25 provider's sexual advances constitutes expulsion on the basis of sex.

26 4.11 By the actions described above, Defendants have expelled female tenants from their

1 housing because of their sex, in violation of RCW 49.60.030(1)(c); .222(i).

2 **FIFTH CAUSE OF ACTION**  
3 **(Violation of the WLAD - Retaliation)**

4 4.12 It is an unfair practice for a housing provider to coerce, intimidate, threaten, or  
5 interfere with a person in the exercise or enjoyment of, or on account of their having exercised or  
6 enjoyed, their rights granted or protected under the WLAD because of sex.

7 4.13 By the actions described above, Defendants have coerced, intimidated, threatened,  
8 or interfered with Complainants and other past female tenants in the exercise or enjoyment of, or  
9 on account of their having exercised or enjoyed, their rights granted or protected under the WLAD  
10 because of sex, in violation of RCW 49.60.030(1)(c); .2235.

11 **SIXTH CAUSE OF ACTION**  
12 **(Violation of the WLAD – Aiding or Abetting Discrimination)**

13 4.14 It is an unfair practice for any person to aid, abet, encourage, or incite the  
14 commission of any unfair practice.

15 4.15 By the actions described above, Defendant Francine Saraceno aided or abetted the  
16 commission of the above-alleged unfair housing practices by failing or refusing to correct the  
17 discriminatory actions of Robert Saraceno, in violation of RCW 49.60.220.

18 **V. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff Washington State Human Rights Commission prays that the  
20 Court:

21 5.1 Enjoin Defendants from discriminating on the basis of sex in any aspect of real  
22 estate or retaliating against tenants who complain of discriminatory or unfair housing practices.

23 5.2 Adjudge and decree that Defendants have engaged in the conduct complained of  
24 herein.

25 5.3 Adjudge and decree that Defendants' conduct violates the Washington Law Against  
26 Discrimination, including RCW 49.60.030(1)(a), .222, and .2235.

1           5.4     Award damages or other appropriate monetary relief to Complainants Neal,  
2 Richey, and Cox, in an amount to be proven at trial.

3           5.5     Award damages or other appropriate monetary relief to all additional tenants  
4 aggrieved by Defendants' conduct in an amount to be proven at trial.

5           5.6     Assess a civil penalty against Defendants in the amount of up to \$10,000 pursuant  
6 to RCW 49.60.225(1)(a).

7           5.7     Award attorney fees and costs of suit.

8           5.8     Award such other relief as the Court may deem just and proper.

9  
10          DATED this 2nd day of June 2022.

11  
12                   ROBERT W. FERGUSON  
13                   Attorney General

14                   

15                   \_\_\_\_\_  
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