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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

PARENTS AGAINST DISABILITY
DISCRIMINATION; CHARO AGEE;
DEBORAH BECK; TAMMARRA and
GARTH JOHNSON; KENNETH and
MELANIE KROOK; DESIREE SNOWDEN;
RONALD AND KRISTEN SPIRE; CONNIE
WHALEN, on behalf of themselves and all
individuals similarly situated,

Plaintiffs,

v.

EQUITY/FORT LEWIS COMMUNITIES,
LLC,

Defendant.

NO. **C04-5267 RBL**

**COMPLAINT FOR INJUNCTIVE,
DECLARATORY AND MONETARY
RELIEF**

CLASS ACTION

DEMAND FOR JURY TRIAL

U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA
04-CV-05267-CMP

INTRODUCTION

1. By this action, a group of military families who are stationed at the United States Army's West Coast headquarters at Fort Lewis, Washington seek to require the limited liability corporation (LLC) that provides their housing to treat individuals with disabilities fairly and equally to all other individuals. Each of these families is enrolled in the Exceptional Family

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF
NO.

ORIGINAL

1 Member Program ("EFMP"), a mandatory service of the Army. EFMP tracks families with
2 disabled members in order to ensure that the family is assigned to a base which can provide the
3 medical and special education services needed by the disabled family member. Because of their
4 membership in EFMP, and the disability-related housing needs of their disabled family members,
5 these families have experienced discrimination, retaliation, and unjust treatment from their Fort
6 Lewis housing provider. The housing provider is a private LLC with whom the Army has
7 contracted to manage, renovate, and replace on-post housing at Fort Lewis.

8 2. In August 2000, the Army announced that it had selected a private development
9 partner for on-post housing at Fort Lewis, Washington, under the Army's Residential
10 Communities Initiative. That partner is Equity/Fort Lewis Communities, LLC ("Equity"), a joint
11 venture between Equity Residential Properties of Chicago, Illinois and Lincoln Property of
12 Dallas, Texas. Equity Residential is the largest owner and manager of residential properties in
13 the United States. It is a provider of rental housing at over 20 other military bases and sites
14 across the country. In awarding the contract for the Fort Lewis family housing privatization
15 projects to Equity, the Army agreed to collaborate with Equity to develop a Community
16 Development and Management Plan (CDMP). The CDMP was adopted and now serves as a
17 major part of the contract between Equity and the Army that governs the Army's residential
18 community at Fort Lewis. Equity manages all aspects of the on-post housing at Fort Lewis and
19 directly receives rent from the families (via automatic deductions from the families' Army
20 paychecks).

21 3. Equity has engaged in a pattern and practice of discrimination against people with
22 disabilities living in family military housing, including failure to provide reasonable
23 modifications, failure to provide reasonable accommodations, eviction threats, refusals to rent,
24 retaliation, and unlawful inquiries about individuals' disability status. Recently, Equity has been
conducting surprise "sanitation inspections" of residents' homes, threatening them with eviction,
and calling upon the Army chain of command to help enforce its demands. Families are afraid to

1 call Equity with a routine maintenance request for fear that they will be subjected to an
2 inspection or worse. These actions violate state and federal fair housing laws; they have harmed
3 and continue to harm Fort Lewis military families. Equity's practice of discrimination against
4 individuals with disabilities is particularly harmful in light of the stress and hardship faced by the
5 families during a time in which many of their soldiers have been deployed to serve in Iraq.
6 Accordingly, plaintiffs seek a preliminary and permanent injunction to prevent Equity from
7 continuing to discriminate against individuals with disabilities and to require Equity to adopt fair,
8 reasonable, and nondiscriminatory policies, practices and procedures in its provision of on-post
9 housing.

10 JURISDICTION

11 4. This Court has federal subject matter jurisdiction of this action pursuant to 28
12 U.S.C. §§ 1331 (federal question jurisdiction) and 1343 (civil rights jurisdiction) for claims
13 arising under the Fair Housing Act, 42 U.S.C. § 3401 *et seq.*, the Rehabilitation Act, 29 U.S.C. §
14 794 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, and the United States
15 Constitution's Due Process and Equal Protection Clauses.

16 5. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction of
17 plaintiffs' additional claims under Washington state law because plaintiffs' state law claims
18 relate to plaintiffs' federal law claims, arise out of a common nucleus of operative facts, and
19 form part of the same case or controversy under Article III of the United States Constitution.

20 VENUE

21 6. Venue lies in the Western District of Washington under 28 U.S.C. § 1391 because
22 plaintiffs' claims arise from unlawful conduct occurring in this judicial district, and because the
23 real property which is the subject of this action is located in this judicial district.
24

1 **PARTIES**

2 7. Defendant EQUITY/FORT LEWIS COMMUNITIES LLC is a limited liability
3 corporation registered in the state of Washington. On information and belief, Equity/Fort Lewis
4 Communities LLC is a joint venture between Equity Residential and Lincoln Property that
5 rehabilitates, builds, and manages the housing for 3,600 military families at Fort Lewis,
6 Washington. Fort Lewis is the West Coast headquarters of the United States Army. Combined,
7 Equity Residential and Lincoln Property have 300,000 homes managed nationwide. 10,000 of
8 these homes are in the Pacific Northwest. Equity Residential is headquartered in Chicago,
9 Illinois. It is the largest publicly traded owner, operator, and developer of multifamily properties
10 in the United States and is also the nation's #1 apartment owner in sales. Nationwide, Equity
11 Residential owns or has investments in almost a thousand properties in over thirty states
12 consisting of more than 200,000 units. Equity Residential is a member of the S&P 500. One of
13 its 14 regional offices is located in Seattle, Washington, and 12.3% of its residential properties
14 are located in the Pacific Northwest. Equity Residential, known commonly to the Fort Lewis
15 families as "Equity," manages all on-post housing at Fort Lewis, as well as many off-post rental
16 properties (both at Fort Lewis and other military bases across the country). Lincoln Property is
17 headquartered in Dallas, Texas. It is one of the nation's largest diversified real estate companies.
18 It has residential properties comprising more than 140,000 units and has developed about 130
19 million square feet of commercial properties nationwide (of which it still manages 90 million). It
20 has joint ventures with several corporations, including Equity Residential, to develop
21 commercial property, build apartments, and expand internationally.

22 8. Plaintiff PARENTS AGAINST DISABILITY DISCRIMINATION ("PADD") is
23 an organization comprised of military families who are stationed at Fort Lewis and who have
24 family members with disabilities. Almost all of these families have personally experienced
disability discrimination in on-post housing since Equity began managing the housing at Fort
Lewis. Because the Army is the source of military families' paychecks, health insurance,

1 housing, and career advancement opportunities, and because Equity has shared (and continues to
2 share) sensitive housing information with the Army, many of the families are extremely afraid
3 that they will suffer retaliation from either Equity or the Army as a result of asserting their civil
4 rights in this lawsuit. PADD organized in order to support these families, to give them a
5 common voice, and to seek to end Equity's discrimination against them. PADD brings this
6 action in its representative capacity on behalf of its members, all of whom either have disabilities
7 themselves or who have an immediate family member with a disability, and who are directly and
8 adversely affected by Equity's disability-based discrimination. PADD also brings this action in
9 its representative capacity on behalf of other military families who are not yet known but who
are also directly and adversely affected by Equity's disability-based discrimination.

10 9. Plaintiff CHARO "TINA" AGEE is a resident of Fort Lewis, Washington, and a
11 member of PADD.

12 10. Plaintiff DEBRA BECK is a resident of Fort Lewis, and a member of PADD.

13 11. Plaintiffs TAMMARRA AND GARTH JOHNSON are residents of Fort Lewis,
14 and are members of PADD.

15 12. Plaintiffs KENNETH AND MELANIE "SUMMER" KROOK are residents of
16 Fort Lewis, and are members of PADD.

17 13. Plaintiff DESIREE SNOWDEN is a resident of Fort Lewis, and a member of
18 PADD.

19 14. Plaintiffs RONALD AND KRYSTEN SPIRE are residents of Tacoma,
20 Washington, and are members of PADD.

21 15. Plaintiff CONNIE WHALEN is a resident of Fort Lewis, and a member of
22 PADD.

23 FACTS UNDERLYING PLAINTIFFS' CLAIMS

24 A. Military Housing Privatization

16. In recent years, the Department of Defense ("DoD") has struggled with the

1 worsening problem of old and dilapidated military family housing. The DoD has estimated that
2 nearly two-thirds of its housing inventory needs repair or complete rehabilitation, which
3 represents about 200,000 housing units out of a total of over 300,000 family housing units in
4 DoD's inventory. To help remedy this problem, Congress enacted the Military Housing
5 Privatization Initiative (MHPI) in 1996 as part of the National Defense Authorization Act for
6 Fiscal Year 1996.

7 17. The standard method of funding the repair and replacement of military family
8 housing is through military construction dollars. However, declining defense budgets and
9 increasingly rigid government procurement processes have contributed to the deterioration of
10 military family housing. The military recognizes that the traditional methods it uses to repair,
11 replace, operate, and maintain military family housing are slow, cumbersome and expensive
12 compared to the private sector. At the same time, service members cannot simply be moved into
13 private sector housing because it is financially impossible for many young service members to
14 afford decent civilian housing. Dilapidated military housing is their only alternative.

15 18. With the MHPI, Congress gave DoD the legal authority to use a variety of
16 methods to obtain private sector financing, expertise and management to repair, renovate and
17 construct military family housing. The MHPI authorizes direct loans and loan guarantees, rental
18 occupancy guarantees, conveyance or lease of existing properties and facilities, differential
19 payments to supplement service members' housing allowances, and investments such as limited
20 partnerships and stock/bond ownership. 10 U.S.C. § 2871 *et seq.* These tools provide flexibility
21 in structuring agreements with private developers to provide military family housing. They
22 enable the services to draw upon private sector investment capital and housing construction
23 expertise. By using available government assets, DoD seeks to entice the private sector to use its
24 capital to invest in construction or renovation of military housing. The government can reduce
the initial cost of construction, repair and renovation using MHPI authorities.

19. As of December 2003, the military services have awarded 25 housing projects,

1 with 40 more in various stages of solicitation. The first military housing privatization project
2 was awarded at Lackland Air Force Base, Texas, in August 1998. The Army's first MIPI
3 project was at Fort Carson, Colorado. In September 1999, the Army awarded the Fort Carson
4 project for construction of 820 new units and renovation of 1,823 existing housing units, all
5 situated on the installation. Fort Carson executed an outright conveyance of the 1,823 existing
6 units, signed a fifty-year lease of the land to the developer, and provided a loan guarantee for a
7 private-sector loan. Similar to the Lackland project, the developer at Fort Carson owns, operates
8 and maintains housing units and rents them directly to eligible soldiers.

9 20. In August 2000, the Army awarded the Fort Lewis project to joint developers
10 Equity Residential and Lincoln Property. The Army collaborated with these private developers
11 to develop a Community Development and Management Plan (CDMP) for Fort Lewis. The
12 CDMP was adopted and now serves as a major part of the contract between Equity and the Army
13 that governs the Army's residential community at Fort Lewis.

14 21. Plaintiffs requested a copy of the CDMP for Fort Lewis from the Army under the
15 Freedom of Information Act on December 4, 2003. The Army provided plaintiffs with a copy
16 that was redacted in significant part on grounds of potential competitive harm and harm to the
17 Government's ability to do business. On information and belief, the contract between Equity and
18 the Army for Fort Lewis contains similar (if not identical) terms to the terms of the agreement
19 between the private developer and the Army at Fort Carson.

20 22. Equity Residential took over the day-to-day management of on-post housing at
21 Fort Lewis on or about April 1, 2002. All military families living in on-post housing were
22 required to sign new leases with Equity Residential.

23 23. Fort Lewis has an advanced medical facility on post called the Madigan Army
24 Medical Center ("Madigan"). As part of its Exceptional Family Member Program ("EFMP"),
the Army attempts to station military families with disabled members at bases that have the
medical and social capacity to accommodate their needs. Because Madigan has substantial

1 capacity in this regard, Fort Lewis has a relatively high population of reported military families
2 who have at least one family member with a disability. The reported population is 13%, or about
3 3000 people, the second highest of any base in the Army.

4 24. Almost all military families with disabled members want to live in on-post
5 housing so they can have easier access to Madigan, both for regularly scheduled medical visits as
6 well as emergency room visits, which are common for children with disabilities. In fact, these
7 families are strongly pressured by the Army's medical insurance program, Tri-Care, to live on-
8 post because if they do not, they often have to receive medical care from civilian hospitals in the
9 area. Tri-Care prefers military families to receive medical care from military medical facilities
10 in order to keep costs lower.

11 25. Since the enactment and implementation of the MIIPI, just as before, military
12 members are allotted a Basic Allowance for Housing (BAH) each month. The BAH appears as a
13 distinct amount on the soldier's paycheck. However, the soldier does not have access to these
14 funds: for soldiers who live in on-post family housing at Fort Lewis, the BAH is automatically
15 withdrawn from the soldier's paycheck as an "allotment" and deposited with the private housing
16 provider, which is known to the families as "Equity." All military families living in on-post
17 housing at Fort Lewis pay their rent to Equity and are told that Equity manages their housing.

18 **B. Defendant's Pattern and Practice of Discrimination**

19 26. Defendant, acting individually and in concert with others, directly and through
20 agents, has engaged in a pattern or practice of discrimination against people with disabilities in
21 the operation of on-post family housing at Fort Lewis. Defendant continues to engage in such a
22 pattern or practice of discrimination so as to constitute a continuing violation.

23 27. Defendant's pattern or practice of discrimination against people with disabilities
24 includes, but is not limited to:

28. Equity requires new families applying for on-post housing at Fort Lewis to

1 disclose whether the soldier or anyone in his or her family is enrolled in the EFMP program.
2 Equity has also required new families to provide additional information about their disabled
3 family members and even copies of their EFMP paperwork to Equity before they can receive the
4 keys to their new unit. The EFMP paperwork is essentially a summary of each family's medical
5 records. It contains detailed, confidential medical information, and is protected from such
6 disclosure by federal privacy law.

7 29. Equity has refused to make reasonable structural modifications needed by persons
8 with disabilities, on grounds that such modifications are not cost-efficient or are cost-prohibitive
9 and/or that it is not required to make or allow such modifications. At times, Equity has refused
10 to even allow families with disabled members to make reasonable and necessary structural
11 modifications themselves.

12 30. Equity has refused to consider or has denied disability-related requests for
13 reasonable accommodations to policies, practices, or services, such as the requirement that all
14 houses be kept at a specified level of cleanliness, on grounds that it is not required to make such
15 accommodations.

16 31. Equity has harassed, threatened, and retaliated against certain people with
17 disabilities and/or families with disabled members for alleged lease violations or other
18 infractions, even after the individual has communicated that the problem relates to a disability
19 and has requested an accommodation. In almost all cases, Equity has directly contacted the
20 Army about the alleged problem without the family's knowledge or consent. Families have
21 received visits from the military police and other Army representatives regarding Equity
22 housing-related issues. In several instances, Equity has complained to a soldier's Army chain of
23 command regarding the soldier's family member's disability-related problem. These complaints
24 have had the effect of threatening a soldier's position and career in the Army.

32. Equity has been able to accomplish a high level of intimidation of families with
disabled members by exploiting military Standard Operating Procedures (SOP) and military

1 protocol. For example, Equity has told lower-ranked soldiers that they must help investigate
2 housing-related problems. Many soldiers (and others on post) do not understand the new
3 relationship between the Army and the private company that is now in charge of on-post
4 housing. Equity has deliberately manipulated this confusion in order to keep families afraid of
5 losing their housing if they complain about Equity's discrimination against them.

6 33. Equity has refused to rent to some families with disabled members because it says
7 there is no available housing unit that can accommodate them, despite the fact that there are
8 approximately 3,600 housing units at Fort Lewis.

9 34. Equity has made the process of applying for disability-related accommodations or
10 modifications extremely difficult and burdensome. Families have had to make requests multiple
11 times, and are required to provide a specific form, called a PAD-111 form, which must be filled
12 out by their doctor with detailed medical information and approved by both a Madigan Clinical
13 Services supervisor and an Army supervisor. No other form of medical disability
14 documentation, or any other medical supervisor's signature other than the Madigan supervisor's,
15 will be accepted. Even if the form is approved at multiple Army levels, Equity may still reject
16 the modification or accommodation request as too expensive or for other reasons. Furthermore,
17 Equity has recently begun requiring that all families who request mold and mildew removal must
18 submit documentation from one specific allergy specialist at Madigan. These are impossible
19 requirements to meet for many families, especially those who have recently relocated from Army
20 bases across the country or overseas.

21 35. Following military custom, Equity has a policy of allocating families to housing
22 units based solely on (1) the soldier's military rank and (2) the number of dependents in the
23 family. This policy is enforced even if a family member has a disability and an accessible unit is
24 available with a different number of bedrooms, or the accessible unit is restricted to soldiers of a
different rank. As applied to people with disabilities, this policy effectively denies such
individuals accessible housing even when accessible housing is available.

1 36. Equity has failed to make the bus stops in the residential neighborhoods at Fort
2 Lewis physically accessible, as there are no curb cuts on adjacent sidewalks. This makes it
3 extremely difficult for individuals with mobility disabilities to access services and to conduct
4 other everyday business.

5 37. Equity has failed to make playgrounds and parks in the residential neighborhoods
6 on-post physically accessible. These playgrounds and parks lack an accessible path of travel,
7 and do not have other accessible features needed by people with physical disabilities. There are
8 a large number of residents with mobility disabilities who would like to use the playgrounds and
9 parks, yet they are being denied equal access to these facilities.

10 38. Equity has failed to display a fair housing poster or any fair housing information
11 at the Equity office on post, which prevents individuals with disabilities from realizing that they
12 have rights and responsibilities under federal and state fair housing laws.

13 39. Some of the families, as well as the EFMP staff, met repeatedly with Equity
14 during November and December 2003 to attempt to resolve the problems. Equity told them that
15 there is no money to provide the modifications they seek, that the policies will not be changed,
16 and that if the families are unhappy they should move off-post. A meeting was held on
17 December 4, 2003, including a parent, EFMP staff members, and several Army and Equity
18 representatives to see if a resolution could be reached. The meeting was unsuccessful. The
19 representatives were clearly concerned about potential litigation and asserted that Equity is not
20 responsible for providing the modifications or accommodations the families seek.

21 40. In response to further meetings, representatives of Equity/Fort Lewis
22 Communities LLC created a Draft "EQR Ft Lewis Communities LLC Exceptional Family
23 Member Program Policy and Procedures" document. The new policy, as stated in the document,
24 continues to require the completion of a PAD-111 form by a physician and other documents. It
also requires all accessibility modification requests to be routed through the EFMP Committee,
and multiple levels of review and approval of the request from Madigan Army Medical Center

1 supervisors, Army supervisors, and ultimately, EQR/Fort Lewis Communities. Furthermore, it
2 states that the EFMP Committee and Equity must attempt to find "outside resources" to fund
3 modifications before EQR/Fort Lewis Communities will fund them. The policy thus makes it
4 even more difficult and burdensome for families to make it through all the levels of process to
5 actually receive in a timely manner the modifications they need and to which they are legally
6 entitled. It effectively puts up roadblocks instead of providing accessible housing as the law
7 requires. The policy only addresses accessibility modifications and states nothing about
8 reasonable accommodation requests, the EFMP enrollment disclosure requirement, or other
9 issues raised herein. Nor does it address the situation of families who arrive at Fort Lewis and
10 may not be able to get a PAD-111 form signed or approved by Madigan doctors or supervisors
11 immediately.

11 41. Equity managers have stated that the new SOP is the governing policy effective
12 February 1, 2004, although they have not allowed any of the families to actually see or get
13 written copies of the SOP. Furthermore, since early February 2004, the PAD-111 form is no
14 longer available for individuals to get a written copy for their physicians to fill out, and Madigan
15 physicians have reported being unable to get copies of the PAD-111 form from any website or
16 through any other method.

16 42. The plaintiffs' experiences at Fort Lewis with Equity are not unique. In
17 November 2002, a group of tenants filed a class action case against Equity Residential in Florida
18 state court. The lawsuit alleges that Equity Residential has violated Florida law in part by
19 charging millions of dollars in extra fees to tenants for early termination of their leases, taking
20 advantage of young consumers, and engaging in what the tenants' lawyers called "hard-nosed
21 collection tactics." Equity is accused of aggressively pursuing tenants to collect fees, threatening
22 adverse credit reports if they fail to pay within 60 days, and pursuing them in small claims court.
23 The lawsuit was certified as a class action by the Florida state court judge in November 2003.
24

1 **C. Experiences of Families with Disabled Members at Fort Lewis**

2 **I. Charo "Tina" Agee**

3 43. Charo "Tina" Agee is married to a soldier stationed at Fort Lewis. Mrs. Agee
4 lives in on-post housing at Fort Lewis with her husband and children. Mrs. Agee has
5 fibromyalgia and must use a motorized scooter part of the time for mobility. She is enrolled in
6 EFMP and is disabled within the meaning of the federal Fair Housing Act, 42 U.S.C. § 3602(h).

7 44. The Agees live in an older duplex that has not been renovated, as others in the
8 neighborhood have. Mrs. Agee has several accessibility problems in her home. Most of the
9 interior doors in the house and the hallway are too narrow for her to pass through with her
10 scooter. This makes it very difficult for Mrs. Agee to get around the house at times when her
11 fibromyalgia requires her to use her scooter. There are two bathrooms, and when she needs to
12 use the scooter, one of the bathrooms is completely inaccessible to her because the door is too
13 narrow for her scooter and there are no grab bars. In addition, environmental controls
14 throughout the house, such as light switches, oven controls, and thermostats are out of her reach
15 when she is using her scooter.

16 45. Because the house is largely inaccessible to Mrs. Agee when she is in her scooter,
17 she is not able to use the scooter as often as she would like. This causes her to become tired
18 more easily and fall often.

19 46. Outside of her home, there is no accessible route to the playground in the
20 neighborhood. Mrs. Agee has no way to get to the playground using her scooter, and therefore
21 cannot take her children there to play. In addition, the bus stops in her neighborhood and many
22 of the neighborhoods are not accessible to her because there are no curb cuts. This limits Mrs.
23 Agee's ability to use the bus to get around Fort Lewis or off-post.

24 47. Mrs. Agee has requested that Equity either move her to a fully accessible unit or
make all or at least some of the physical modifications she needs in order to use and enjoy her
home. Equity has refused on grounds that these modifications are not "cost-effective" or are

1 "cost-prohibitive." Equity managers have also told Mrs. Agee that she will have to pay for
2 damage to the walls from her scooter, even though the hallway and doorways are not wide
3 enough to accommodate the scooter.

4 48. Equity served Mrs. Agee with a "Notice of Violation" stating that she needed to
5 remove items from her carport. The item in Mrs. Agee's carport was her motorized scooter,
6 which she must store in the carport because it will not easily fit in the house. Mrs. Agee
7 contacted Equity and informed them that she needed the scooter because of her disability, and
8 she needed to keep the scooter in the carport so that it would not be damaged by rain or snow.
9 Equity continued to insist that she had to keep the carport "clear."

10 2. Debra Beck

11 49. Plaintiff Debra Beck is married to a soldier stationed at Fort Lewis. She and her
12 husband live in on-post housing at Fort Lewis with their children. Mrs. Beck is enrolled in
13 EFMP and is a disabled person within the meaning of the federal Fair Housing Act, 42 U.S.C. §
14 3602(h). She has several disabilities, including a condition that is similar to multiple sclerosis;
15 neurofibroma, which affects her nerves and causes leg weakness and nerve pain in her hands;
16 and fibromyalgia, which has weakened her muscles. She experiences pain frequently and has a
17 lot of trouble lifting and moving objects. Currently, Mrs. Beck's husband is serving in Iraq.
18 Without his help around the house, Mrs. Beck has had a lot of difficulty keeping the house neat
19 and orderly. Her disabilities and associated pain have made it hard for her to do the physical
20 labor of housework. In addition, her children, all teenagers, are less than cooperative about
21 helping to clean up the house.

22 50. On or about November 24, 2003, Mrs. Beck received a surprise visit from four
23 people: an Equity housing manager named Cindy Mills, Sergeant Hamilton of the Army, another
24 Army soldier whose name she did not learn, and an Equity maintenance man. They told her that
25 they were there to conduct an inspection of her home, and she was required to let them in. Mrs.
26 Beck believed that she had to let them in and did so. They inspected her house and told her it

1 was very messy and she had to clean it up. Cindy Mills took pictures throughout the house with
2 a camera.

3 51. Mrs. Beck admitted to the inspectors that her house was very messy and
4 disorganized, but pointed out that there was nothing that would constitute an actual health risk,
5 such as filth or refuse out in the open. She also told them about her disabilities and their impact
6 on her ability to keep the house tidy, and asked for some time to clean up the house. The
7 inspectors said she had to provide them with documentation of her disabilities. They said that
8 they would return one week later, and the house had to be cleaned up by that time. Mrs. Beck
9 understood them to be threatening that if she did not clean up the house, she could be evicted
and/or her children could be taken away.

10 52. The inspectors returned to Mrs. Beck's house on or about December 1, 2003.
11 Mrs. Beck had initiated the process of obtaining documentation of her disabilities from her
12 doctor, but had not yet obtained it. She had also made serious efforts to clean up the house, with
13 the assistance of friends. On the second visit, the Equity and Army representatives ignored the
14 improvements and pointed out additional areas that she needed to fix or clean. They again said
15 that they would return and threatened her with eviction if the problems were not fixed.

16 53. Two of the inspectors came back a third time on or about December 15, 2003.
17 Mrs. Beck gave them the letter she had obtained from her doctor explaining her disabilities.
18 They said, "What are we supposed to do with this? When your husband is away it's your
19 responsibility to take care of the house." They said that they were still dissatisfied with the
house's condition.

20 54. After the third visit, Mrs. Beck received a call from her husband in Iraq, on or
21 about January 2, 2004. Her husband was very upset because he had been told by his sergeant (an
22 Army supervisor) there in Iraq that his wife was about to be evicted, and if that happened, he
23 would not be allowed to come home and help the family find a new place to live. Mrs. Beck
24 does not know how the sergeant in Iraq found out about this, but assumes someone at Fort Lewis

1 passed the word along through Army command channels.

2 55. Each time the inspections occurred, both Mrs. Beck and her children became
3 extremely upset. The entire experience caused her intense stress, added to the stress she already
4 faces from running a household alone and worrying about her husband in Iraq. She takes
5 medication for breakthrough pain. During this time period, she went through the medication
6 much more quickly than usual because she was experiencing a higher than normal level of
7 physical pain. She had to explain this to her primary care doctor.

8 56. After the third visit, Mrs. Beck received offers of assistance from another Army
9 officer and the wife of an Army colonel. She accepted their help in hauling away some of the
10 items she needed to discard. Several other EFMP members also came to her house and did a
11 substantial amount of cleaning. Mrs. Beck has not been threatened with eviction again since her
12 house was cleaned up. However, she lives in fear that if she again has difficulty keeping her
13 house clean and Equity finds out, she and her children will be evicted from their home. Because
14 the house is older and has not been renovated, maintenance needs often arise. She is afraid that
15 if she calls Equity to fix the maintenance problems, she may be threatened with eviction again.

16 57. Mrs. Beck learned that Cindy Mills, the Equity housing manager, circulated the
17 photographs of Mrs. Beck's house to several people, including a social worker at Madigan Army
18 Medical Center, EFMP staff members, and the Army's housing office staff members.

19 3. Garth and Tamarra Johnson

20 58. Plaintiffs Garth and Tamarra Johnson are both Army soldiers. They live in on-
21 post housing at Fort Lewis with their two children. The Johnson children are enrolled in EFMP
22 because they have ADHD and other learning disabilities and are disabled within the meaning of
23 the federal Fair Housing Act, 42 U.S.C. § 3602(h). The Johnsons moved into on-post housing at
24 Fort Lewis in mid-November 2003. When they applied for on-post housing through Equity, they
were required to fill out a pre-printed, standardized rental application. The rental application

1 contained spaces in which the soldier applicant was required to list all of the family members
2 who would reside in the housing, and to state whether any member of the family was enrolled in
3 EFMP. The Johnsons were required to provide this information even though they were not
4 applying for priority housing or accessible housing.

5 59. The Johnsons listed their children as enrolled in EFMP on the Equity application
6 form. During a meeting to discuss their housing application, an Equity employee asked, "What
7 are the EFMP issues with your children?" The Johnsons told the employee about their children's
8 disability diagnoses, believing they had to disclose this information in order to obtain their
9 housing, although they felt uncomfortable doing so. They did not understand why they needed
10 to disclose their children's enrollment in EFMP or the nature of their disabilities. There was no
11 assurance made to them that the information would be kept confidential.

11 4. Kenneth and Melanie "Summer" Krook

12 60. Plaintiffs Kenneth and Melanie "Summer" Krook reside in on-post housing at
13 Fort Lewis along with their two children. Sergeant Krook is an Army soldier and is stationed at
14 Fort Lewis. Mrs. Krook and both children are enrolled in EFMP and are disabled within the
15 meaning of the federal Fair Housing Act, 42 U.S.C. § 3602(h). Their daughter Brittanie, aged
16 12, has bipolar disorder and anxiety disorder with obsessive-compulsive traits. Their son Kenny,
17 aged 5, has epilepsy and partial complex seizure disorder, with fine and gross-motor skill delays.

18 61. The Krooks have lived in on-post housing at Fort Lewis since 2001. In 2001,
19 their neighbor first complained to the military that Brittanie had displayed "threatening" behavior
20 and was a danger to the community because of her bipolar disorder. The neighbor also called the
21 military police several times when she saw Brittanie in the neighborhood. The neighbor's
22 complaints to the military continued sporadically for about two years, from 2001 to mid-2003.
23 During this period, the military police visited the Krooks' house several times as a result of the
24 neighbor's complaints about Brittanie, but never filed any reports or found any cause to
determine that Brittanie was indeed a threat to the community. Throughout this time, Brittanie

1 was suffering from anorexia and weighed less than 80 pounds, a condition exacerbated by the
2 stress of the neighbor's complaints, as well as the disability-based harassment she was suffering
3 from the neighbor's daughter at the school they both attended.

4 62. The Krooks complained several times to Equity about their neighbor's harassment
5 of them because of Brittanie's disability, but Equity refused to do anything about the problem.
6 On one occasion, Mrs. Krook expressed her belief to Equity that fair housing laws protected the
7 family from this kind of harassment, and Equity manager Cindy Mills told her, "Fair housing
8 laws don't apply on post." The Krooks became extremely concerned about Brittanie's health,
9 which was deteriorating as a direct result of the stress and anxiety she was experiencing from the
10 harassment in the neighborhood and at school. They communicated this concern to Ms. Mills
11 and requested that she take action to prevent the harassment, but Ms. Mills did nothing.

12 63. The Krooks also filed a separate complaint against the neighbor's child for
13 disability-based harassment of Brittanie at school. Equity managers became aware of this
14 separate complaint filed by the Krooks. In June 2003, as part of an investigation of the situations
15 in the neighborhood and at school, Cindy Mills of Equity requested that Mrs. Krook provide
16 Equity with Brittanie's confidential school records from her public school. Mrs. Krook refused.
17 Cindy Mills then went through military channels to obtain the school records by requesting them
18 through the military schools liaison officer and military housing liaison officer. At no time did
19 the Krooks authorize the release of these records to Equity.

20 64. The Krooks were required twice to attend meetings with Equity and their Army
21 chian of command concerning the harassment issues, at which they were threatened with eviction
22 if they failed to cooperate. After the second meeting on May 30, 2003, Equity offered the
23 Krooks the opportunity to move into a different house that would remove them from direct
24 proximity to the neighbor. The Krooks had to pay the expenses of moving themselves. Equity
also moved the other family into a different neighborhood that put their child into a different
public school, but paid all of that family's moving expenses.

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5. Desiree Snowden

65. Plaintiff Desiree Snowden is married to Stanley Snowden, a soldier who is stationed at Fort Lewis and just returned from serving in Iraq. Both Mrs. Snowden and her children are enrolled in EFMP and are disabled within the meaning of the federal Fair Housing Act, 42 U.S.C. § 3602(h). Mrs. Snowden has several debilitating health conditions. Her two children both have learning disabilities.

66. The Snowdens moved into on-post housing at Fort Lewis in early 2003. When they applied for on-post housing through Equity, they were required to fill out a pre-printed, standardized rental application. The application contained spaces in which the soldier applicant was required to list all of the family members who would reside in the housing, and to state whether any member of the family was enrolled in EFMP. When Mrs. Snowden turned in the application to Equity, the Equity manager told her that she would have to provide copies of her family's EFMP paperwork before the family could have the keys to their new home.

67. The Snowdens were required to provide this information even though they were not applying for priority housing or accessible housing. They did not understand why they needed to disclose the fact that Mrs. Snowden and the children were enrolled in EFMP to their housing provider. There was no assurance made to them that the information would be kept confidential. In addition, Mrs. Snowden was very reluctant to turn over this paperwork because it contains so much sensitive information about each family member's disabilities and health conditions, including medical diagnoses, medications and other treatment, hospitalizations and other medical history. However, she assumed she was required to do so because Equity would not allow her family to move into their on-post housing otherwise.

68. After the family moved in, Mrs. Snowden was told by her physician that due to her asthma, she should have the furnace filter changed in her home at least once per month. Mrs. Snowden contacted Equity to inform it of her doctor's requirement. An Equity employee told her that Equity would only pay for the furnace filter to be changed one time per year. The

1 employee said that Equity would come to the house and change the furnace filter every three
2 months if Mrs. Snowden paid for the extra filters herself, but that Mrs. Snowden would not be
3 allowed to change the filter more often than every three months, nor would she be allowed to
4 hire someone else to change it. The furnace is located in a locked closet and Mrs. Snowden has
5 been unable to change the filter as often as her doctor required since the family moved in.

6 69. Mrs. Snowden's physician also recommended that as an additional step to
7 alleviate her asthma, the air ducts in the home should be cleaned yearly. Mrs. Snowden
8 contacted Equity about this and was told that she had to get a PAD-111 form filled out by her
9 physician. She obtained the PAD-111 form from her physician and turned it in to Equity. After
10 receiving no response, she contacted Equity again about the request. The Equity employee she
11 spoke to claimed that they had lost the PAD-111 form. The employee also stated that Equity
12 would not clean the air ducts, nor would Mrs. Snowden herself be allowed to hire an outside
13 service to clean the air ducts.

13 6. Ronald and Krysten Spire

14 70. Plaintiffs Ronald and Krysten Spire reside in off-post housing in Tacoma,
15 Washington. Ronald Spire is a soldier stationed at Fort Lewis. He lives with his wife, Krysten
16 Spire, and their son, Devin, in Tacoma, Washington. Both Mrs. Spire and Devin are enrolled in
17 EFMP and are disabled within the meaning of the federal Fair Housing Act, 42 U.S.C. § 3602(h).
18 Devin's disability has been diagnosed as primary immune deficiency, although his doctors have
19 recently indicated they may change this diagnosis, and he has suffered numerous health problems
20 and hospitalizations. Mrs. Spire has severe allergic rhinitis and has also been diagnosed with
21 salivary gland cancer.

22 71. In October 2001, the Spires moved into on-post housing at Fort Lewis,
23 Washington. Shortly thereafter, the Spires all began having health problems, especially Devin,
24 who was two years old at the time. He had colds constantly and had to take several rounds of
antibiotics over a 3-month period. The Spires noticed that several surfaces in their home,

1 including windows and walls, were covered with black mildew or mold. Mrs. Spire attempted to
2 clean them with bleach but was unable to remove the mildew. In spring of 2002, Devin became
3 extremely ill and was hospitalized with what physicians thought was meningitis but turned out to
4 be a severe sinus infection. After Devin returned home, his infections continued to persist for
5 several months. Ultimately, he was diagnosed with primary immune deficiency.

6 72. Mrs. Spire suspected that the infestation of mold or mildew in her home might not
7 only be contributing to Devin's illness, but could be affecting her own health and her husband's
8 as well. Since moving to Fort Lewis, Mrs. Spire had had pneumonia several times. She was also
9 suffering chronic headaches. During their first winter in their Fort Lewis home, both she and
10 Mr. Spire had had to get spinal taps because they had both had headaches for an entire month.
11 The whole family resorted to sleeping on the living room floor in order to avoid the mildew.

12 73. In late 2002 or early 2003, Mrs. Spire approached Equity to ask about a change in
13 living quarters. Neoma Bullock, an Equity employee, told her that Equity does not move people
14 at all unless they bring in a medical document stating that the move would be medically
15 indicated. She stated that a PAD-111 form had to be completed by the family's physician.

16 74. Mrs. Spire initiated the process of obtaining these documents from the Spires'
17 physician, Dr. Thomas C. Michels of the Madigan Army Medical Center. Dr. Michels
18 completed PAD-111 forms for both Mrs. Spire and Devin Spire, and wrote detailed letters for
19 each of them explaining their disabilities and the medical reasons they should be moved to living
20 quarters without a mold problem.

21 75. Mrs. Spire gave these documents to her husband's Platoon Sergeant and also
22 called Neoma Bullock at Equity to let her know that the paperwork was ready and to ask how she
23 should proceed. Shortly after this call, Mrs. Spire received a call from a sergeant at Garrison
24 Command (the governing authority at Fort Lewis) demanding a meeting with Mr. Spire. The
message left by the sergeant was unclear, and Mrs. Spire called back to ask where the meeting
would be held. An Equity representative returned her call and told her that she would not be

1 allowed to attend the meeting.

2 76. Mr. and Mrs. Spire went to the meeting and Mrs. Spire waited outside. Mr. Spire
3 emerged from the meeting very upset. He said that several Equity representatives and the
4 Garrison Sergeant were there. The Equity representatives said that Mrs. Spire was harassing
5 them and that if Mrs. Spire ever called Equity again, Equity would evict the family from their
6 housing. The Garrison Sergeant agreed that the family should be evicted if Mrs. Spire continued
7 to harass Equity. Mr. Spire was not allowed to say anything at all throughout the meeting.

8 77. Mrs. Spire was shocked at Equity's accusations, since she believed she had
9 always been polite when dealing with Equity and had attempted to follow Ms. Bullock's
10 instructions exactly. She could not understand why she was being accused of harassment or why
11 her husband's chain of command had been involved in the issue. After the meeting, Equity
12 employees came to the Spires' house to perform a mold test. They told the Spires that the mold
13 count inside the house was the same as that outside, and they would not change the windows or
14 move the family to different quarters. In order to preserve their child's health, the Spires moved
15 to an apartment off-post in March 2003. Since that time, Devin's health has improved.

16 7. Connie Whalen

17 78. Plaintiff Connie Whalen is married to Arthur Whalen, a soldier who is stationed at
18 Fort Lewis. Mr. and Mrs. Whalen have a son, Zachary, aged 9. Zachary is enrolled in EFMP
19 and is disabled within the meaning of the federal Fair Housing Act, 42 U.S.C. § 3602(b), due to
20 his autism. The Whalens live in on-post housing at Fort Lewis.

21 79. In early 2003, because of Zachary's autism, he often tried to escape from the
22 house at night, when the Whalens were asleep. This presented an increasing safety risk, and his
23 physician recommended that door alarms be installed at the home in order to alert the Whalens if
24 Zachary tried to escape at night. Mrs. Whalen requested Equity to install door alarms, and was
told that she had to submit a PAD-111 form. On April 15, 2003, Zachary's physician filled out a
PAD-111 form stating the medical necessity for door alarms. Mrs. Whalen submitted the PAD-

1 111 to Equity.

2 80. Equity manager Cindy Mills replied in a letter dated May 6, 2003 that Equity
3 Residential would not install door alarms because the "request is inconsistent with services that
4 Equity Residential provides to residents." The letter further stated that the Whalens were
5 approved to purchase and install a suitable alarm themselves, but that any alarm system must be
6 removed at the time they left family housing and any repair needed to the structure would be
7 their responsibility. Despite the statements in this letter, Cindy Mills later telephoned the
8 Whalens and stated that Equity had changed its mind and decided not to allow them to install
9 alarms. She said that the reason was that if alarms were installed and Zachary escaped anyway,
Equity could be "liable."

10 81. Wenonah Galusha, the director of EFMP at Fort Lewis, intervened to help the
11 Whalens and called Equity to request that they reconsider. Mrs. Galusha was told that if Mrs.
12 Whalen bought the alarm system, Equity would install it. Mrs. Whalen then purchased an alarm
13 system and requested Equity to come and install it, but Equity never came. During the delay,
14 Zachary escaped several times and Child Protective Services was called. A CPS worker, Vickie
15 Wilson, became involved and contacted Equity to discuss the alarm system issue. Equity assured
16 Ms. Wilson that they would install the alarm within two weeks, but still never did. Finally, Mrs.
17 Whalen had the alarms installed herself sometime in late July or August 2003. Zachary has not
18 escaped since then, because if he tries, the alarm wakes Mrs. Whalen up. Equity has never
reimbursed the Whalens for the alarm system.

19 **D. Injuries**

20 82. By reason of defendant's unlawful acts and practices, Plaintiffs have suffered loss
21 of housing, violation of their civil rights, and emotional distress and attendant bodily injury, and
22 other special and general damages according to proof. Accordingly, plaintiffs are entitled to
23 compensatory damages.

1 89. Common questions of law and fact predominate.

2 90. The claims of the named plaintiffs are typical of those of the class, and named
3 plaintiffs will fairly and adequately represent the interests of the class.

4 91. References to plaintiffs shall be deemed to include the named plaintiffs and each
5 member of the class.

6 **CLAIMS**

7 **A. First Claim**

8 **[Fair Housing Act, 42 U.S.C. § 3601 et seq.]**

9 92. Plaintiffs reallege and incorporate by reference paragraphs 1 through 91 of this
10 Complaint.

11 93. Defendant has injured plaintiffs in violation of 42 U.S.C. § 3604(f)(1) by denying
12 housing, or by making housing otherwise unavailable, to persons with handicaps and persons
13 living with those persons or associated with those persons.

14 94. Defendant has injured plaintiffs in violation of 42 U.S.C. § 3604(f)(2) by
15 discriminating against persons with handicaps, and persons living with those persons or
16 associated with those persons, in the terms, conditions, or privileges of rental of dwellings, or in
the provision of services or facilities in connection with such dwelling.

17 95. Defendant has injured plaintiffs in violation of 42 U.S.C. § 3604(f)(3)(B) by
18 defendant's refusal to make reasonable accommodations in rules, policies, practices, or services,
19 when such accommodations may be necessary to afford such person with a handicap an equal
20 opportunity to use and enjoy a dwelling.

21 96. Defendant has injured plaintiffs in violation of 42 U.S.C. § 3617 by interfering
22 with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed,
23 or on account of their having aided or encouraged any other person in the exercise or enjoyment
24 of, any right granted or protected by 42 U.S.C. § 3604.

1 97. WHEREFORE, Plaintiffs request relief as set forth below.

2
3 **B. Second Claim**

4 **[Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq.]**

5 98. Plaintiffs reallege and incorporate by reference paragraphs 1 through 97 of this
6 Complaint.

7 99. Plaintiffs are qualified individuals with disabilities within the meaning of the
8 Rehabilitation Act of 1973.

9 100. Defendant is the recipient of federal funds sufficient to invoke the coverage of the
10 Rehabilitation Act of 1973.

11 101. Defendant has intentionally discriminated against plaintiffs on the basis of their
12 disabilities in violation of the Rehabilitation Act. 29 U.S.C. § 794.

13 102. Solely by reason of their disabilities, plaintiffs have been, and continue to be,
14 excluded from participation in, denied the benefits of, and subjected to discrimination in their
15 attempts to receive, full and equal access to the programs, services and activities offered by
16 defendant in violation of the Rehabilitation Act. 29 U.S.C. § 794; 32 C.F.R. § 56.8(a).

17 103. Defendant has violated the Rehabilitation Act by providing different or separate
18 aid, benefits, or services to handicapped persons than is provided to others. 32 C.F.R. §
19 56.8(a)(2)(i).

20 104. Defendant has violated the Rehabilitation Act by denying qualified handicapped
21 persons the opportunity to participate in or benefit from aids, benefits, or services. 32 C.F.R. §
22 56.8(a)(2)(ii).

23 105. Defendant has violated the Rehabilitation Act by affording qualified handicapped
24 persons an opportunity to participate in or benefit from aids, benefits, or services that is not equal
25 to that afforded others. 32 C.F.R. § 56.8(a)(2)(iii).

 106. Defendant has violated the Rehabilitation Act by providing qualified handicapped

1 persons with aids, benefits, or services that is not as effective as that afforded to others. 32
2 C.F.R. § 56.8(a)(2)(iv).

3 107. Defendant has violated the Rehabilitation Act by otherwise limiting qualified
4 handicapped persons in the enjoyment of any right, privilege, advantage, or opportunity granted
5 to others receiving aids, benefits, or services. 32 C.F.R. § 56.8(a)(2)(v).

6 108. WHEREFORE, Plaintiffs request relief as set forth below.

7 **C. Third Claim**

8 **[Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.]**

9 109. Plaintiffs reallege and incorporate by reference paragraphs 1 through 108 of this
10 Complaint.

11 110. Defendant has injured plaintiffs in violation of 42 U.S.C. § 12101 *et seq.* and the
12 regulations promulgated thereunder, 28 Code of Federal Regulations Part 36, in that Fort Lewis
13 family housing includes areas of public accommodation, including, *inter alia*, playgrounds,
14 parks, and bus stops, that are covered by Title III of the ADA, and defendant has failed to
15 remove barriers to access by persons with mobility disabilities in those areas of public
16 accommodation where such barrier removal is readily achievable.

17 111. Defendant has newly constructed and/or altered some of the public
18 accommodation areas of Fort Lewis family housing without meeting the new
19 construction/alteration access requirements imposed by Title III of the ADA.

20 112. Defendant's conduct constitutes multiple ongoing and continuous violations of
21 the ADA and, unless restrained from doing so, defendant will continue to violate the law. Their
22 conduct, unless enjoined, will continue to inflict injuries for which plaintiffs have no adequate
23 remedy at law. Consequently, plaintiffs are entitled to injunctive relief pursuant to section 308
24 of the ADA, 42 U.S.C. § 12188.

WHEREFORE, Plaintiffs request relief as set forth below.

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D. Fourth Claim

[42 U.S.C. § 1983: Equal Protection]

114. Plaintiffs reallege and incorporate by reference paragraphs 1 through 113 of this Complaint.

115. Defendant has injured plaintiffs in violation of plaintiffs' equal protection rights under the United States Constitution and 42 U.S.C. § 1983 because defendant's conduct in intimidating, harassing, and retaliating against soldiers and/or their families for asserting their fair housing rights was under color of state law and was arbitrary, capricious, or irrational. As a result, military families have been denied housing or have been denied the ability to use and enjoy their housing in an equal manner with other military families.

116. WHEREFORE, Plaintiffs request relief as set forth below.

E. Fifth Claim

[42 U.S.C. § 1983: Due Process]

117. Plaintiffs reallege and incorporate by reference paragraphs 1 through 116 of this Complaint.

118. Defendant has injured plaintiffs in violation of plaintiffs' due process rights under the United States Constitution and 42 U.S.C. § 1983 by failing to create and implement clear, consistent and understandable policies and procedures regarding the provision of housing for military families who have disabled family members. As a result, military families have been denied housing or have been denied the ability to use and enjoy their housing in an equal manner with other military families.

119. WHEREFORE, Plaintiffs request relief as set forth below.

F. Sixth Claim

[Washington State's Law Against Discrimination, RCW 49.60 et seq.]

120. Plaintiffs reallege and incorporate by reference paragraphs 1 through 119 of this Complaint.

1 121. Defendant has injured plaintiffs in violation of plaintiffs' rights under Washington
2 State's Law Against Discrimination to be free from discrimination in real estate transactions,
3 including rental housing transactions, because of the presence of any sensory, mental, or physical
4 disability. RCW § 49.60.030; RCW § 49.60.040.

5 122. WHEREFORE, Plaintiffs request relief as set forth below.

6 **G. Seventh Claim**

7 **[Washington State Constitution: Equal Protection]**

8 123. Plaintiffs reallege and incorporate by reference paragraphs 1 through 122 of this
9 Complaint.

10 124. Article 1, Section 12 of the Washington Constitution guarantees equal protection
11 of the law to all persons.

12 125. The actions of defendant have violated and continue to violate the equal
13 protection provision of the Washington Constitution in that defendant's conduct in intimidating,
14 harassing, and retaliating against soldiers and/or their families for asserting their fair housing
15 rights was under color of state law and was arbitrary, capricious, or irrational. As a result,
16 military families have been denied housing or have been denied the ability to use and enjoy their
17 housing in an equal manner with other military families.

18 126. WHEREFORE, Plaintiffs request relief as set forth below.

19 **H. Eighth Claim**

20 **[Washington State Constitution: Due Process]**

21 127. Plaintiffs reallege and incorporate by reference paragraphs 1 through 126 of this
22 Complaint.

23 128. Article 1, Section 3 of the Washington Constitution guarantees due process of law
24 to all persons.

129. The actions of defendant have violated and continue to violate the due process
protections of the Washington Constitution in that defendant has made the process of applying

1 for disability-related requests for accommodations or modifications extremely difficult and
2 burdensome.

3 130. The actions of defendant have violated and continue to violate the due process
4 protections of the Washington Constitution in that defendant has failed to provide an appeal
5 process for denials of disability-related requests for accommodations or modifications.

6 131. The actions of defendant have violated and continue to violate the due process
7 protections of the Washington Constitution in that defendant has established policies, practices
8 and procedures for the provision of housing to families with disabled members which are not
9 clear, consistent, or understandable, nor are they evenhandedly applied.

10 132. The actions of defendant have violated and continue to violate the due process
11 protections of the Washington Constitution in that defendant has performed "inspections" of
12 plaintiffs' homes with no notice and have otherwise taken arbitrary, capricious, and irrational
13 actions that have injured plaintiffs.

14 133. WHEREFORE, Plaintiffs request relief as set forth below.

15 **RELIEF**

16 Plaintiffs pray for the following relief against defendant:

17 134. That the Court enjoin all unlawful practices complained about herein and impose
18 affirmative injunctive relief requiring defendant, its partners, agents, employees, assignees, and
19 all other persons acting in concert with or participating with it, to take affirmative action to
20 provide equal housing opportunities to all tenants and prospective tenants without regard to
21 handicap or disability;

22 135. That the Court declare that defendant has violated the provisions of the applicable
23 federal and state fair housing and disability laws;

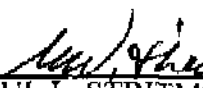
24 136. That the Court award compensatory and punitive damages to plaintiffs according
to proof;

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- 137. That the Court grant costs of suit, including reasonable attorneys' fees; and
- 138. That the Court grant all such other relief as the Court deems just.

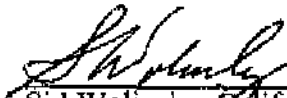
DATED this 10th day of May, 2004.

STRITMATTER KESSLER WHELAN WITHEY
COLUCCIO



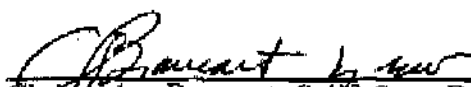
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IX. JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiffs hereby request a jury trial.

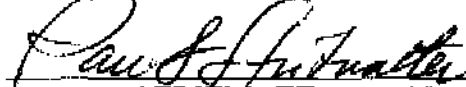
DATED this 10th day of May, 2004.

DATED this 10 day of May, 2004.

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