

**SETTLEMENT AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA AND DEBBIE APPLEBY,  
APPLE ONE, LLC, APPLE TWO, LLC, AND APPLE THREE, LLC**

**I. INTRODUCTION**

1. This Settlement Agreement is made and entered into by and between the United States of America, through the U.S. Department of Justice (“United States”), and Debbie Appleby, Apple One, LLC, Apple Two, LLC, and Apple Three, LLC (“Defendants”) (collectively, “the Parties”), through their authorized representatives.

**II. RECITALS**

2. This Settlement Agreement arises out of a Complaint filed by the United States on March 3, 2017, captioned *United States v. Appleby* (W.D. Wash.) (the “Civil Action”), to enforce Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Ashley and Ryan Sytsma (the “Sytsmas”) who had a one-year old child at the relevant time, pursuant to 42 U.S.C. § 3612(o). It is also brought pursuant to 42 U.S.C. § 3614(a).

3. The parties stipulate that at all times relevant to the Complaint and at present, Defendants Apple One, LLC, Apple Two, LLC, and Apple Three, LLC (“Defendant LLCs”) have been Washington limited liability companies whose registered agent is Michael P. Appleby and whose governor is Defendant Debbie Appleby; that these three LLCs have been the respective owners of the residential multi-unit apartment properties located at 201 5th Ave. N. (5 units), 621 5th Ave. S. (10 units), and 401 Pine Street (24 units) in Edmonds, WA (“Apartment Properties”); and that these three properties have been “dwelling[s]” as defined by 42 U.S.C. § 3602(b).

4. The parties stipulate that at all times relevant to the Complaint and at present, Defendant Debbie Appleby has acted as rental agent for the Apartment Properties, as well as for the residential single family home property located at 215 4th Ave. S. in Edmonds, WA, all of which were used as rental properties, and was responsible for the advertisement and rental of those properties; and that Defendant Debbie Appleby has been acting as an agent of Defendant LLCs, within the scope of her authority and with actual or apparent authority from Defendant LLCs to engage in the advertisement and rental of the Apartment Properties.

5. The parties stipulate that at all times relevant to the Complaint and at present, the Apartment Properties have not been housing for elderly persons, consistent with the requirements of 42 U.S.C. § 3607(b)(2).

6. In the Civil Action, the United States alleges that from at least March 31, 2014 through November 30, 2015, Defendants maintained and implemented a policy or practice of not renting apartment units at the Apartment Properties to families with children.

7. In the Civil Action, the United States alleges that in or around March 2014, the Sytsmas had decided to move to Edmonds, WA, where they would seek to rent an apartment, in order to reduce their family's commute time; that on the morning of March 31, 2014, Mrs. Sytsma saw a "For Rent" sign at the Apartment Property at 201 5th Ave. N., called the phone number on the sign from her cell phone, and left a voicemail stating that she was interested in renting the available apartment unit for herself, her husband, and their one-year-old son; and that shortly thereafter she received a text message from Defendant Mrs. Appleby.

8. The parties stipulate that on or about the morning of March 31, 2014, Defendant Appleby and Mrs. Sytsma exchanged the text messages transcribed below, which constitute the

full text message communication between the two; and that there was no further communication between the two after this exchange:

Defendant Appleby: (1/3) Hi this is Apple Rentals. The residence in Edmonds on 4th rents for 1950.00 per month. You can view the ad on craigslist for more information and pictures. (2/3) Carport only Very adorable inside. Hardwoods modern interior paint colors new paint to come on the exterior. Must be able to take care of the yard Thanks (3/3) for your interest! Let me know if I may be of further assistance. 215 4th ave s Edmonds **This is the only one that's not an adult building.**" (Emphasis added.)

Mrs. Sytsma: "The house looks perfect, but with utilities not included, that's too high for us. :( Any wiggle room on the price? I see you have a 2 bedroom on 621 5th ave s for \$1400 in an active building. Is that available?"

Defendant Appleby: "**All apartments are adult only** On the house they would wiggle only 50.00 a month less." (Emphasis added.)

Mrs. Sytsma: "For your apartments, do you have official senior community exemption status? As a property manager, you must know that discriminating against children is illegal."

Defendant Appleby: "**We have a child policy which is the right of the landlord.**" (Emphasis added.)

Mrs. Sytsma: "No. That is not your right. You only have a right if you're officially exempt as a senior community. Do you fall within that exemption? I'm on WA State's Human Rights Commission's website now, and it states 'unless a building ... qualifies as housing for older people (55+), it may not discriminate based on

familial status.’ Do you fall qualify? We really will be great tenants, and unless you can prove that you qualify, I will pursue this. Would you instead like to meet me and show me the great apartment properties you have available?”

9. In the Civil Action, the United States alleges that on various occasions between at least April 1, 2014 and November 30, 2015, Defendants placed or caused to be placed numerous online advertisements for rental units at the Apartment Properties that stated that they were in an “Adult building,” “Adult, security building,” and/or “Quiet and secure adult building.”

10. In the Civil Action, the United States alleges that on or about April 21, 2014, the Sytsmas filed a timely complaint of housing discrimination with the United States Department of Housing and Urban Development (“HUD”), pursuant to 42 U.S.C. § 3610(a); and that on or about April 23, 2014, HUD referred the complaint to the Washington State Human Rights Commission for investigation, pursuant to 42 U.S.C. § 3610(f). The parties stipulate that the Washington State Human Rights Commission investigated and attempted to conciliate the complaint; issued a “reasonable cause finding” that there is sufficient evidence to show discrimination has occurred on or about August 5, 2014; that the Defendants declined to participate in conciliation efforts; that on or about September 10, 2015, HUD reactivated the complaint, pursuant to 24 C.F.R. § 103.110(a); that pursuant to 42 U.S.C. §§ 3610(a) and (b), HUD conducted and completed an investigation of the complaint, attempted conciliation between the parties without success after Defendants again declined to participate in conciliation efforts, and prepared a final investigative report; and that, pursuant to 42 U.S.C. § 3610(g), HUD determined that reasonable cause existed to believe that the Defendants had engaged in illegal discriminatory housing practices and, on January 19, 2017, issued a Charge of Discrimination, charging the Defendants with violations of 42 U.S.C. § 3604(a), (b), and (c). The parties

stipulate further that on or about February 1, 2017, Mr. and Mrs. Sytsma elected to have these charges resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a); that on or about February 2, 2017, an Administrative Law Judge issued a Second Amended Notice of Election terminating the administrative proceeding from the docket; and that HUD subsequently authorized the Attorney General to file this action on behalf of Mr. and Mrs. Sytsma, pursuant to 42 U.S.C. § 3612(o).

11. The United States alleges that the Sytsmas and other prospective tenants with children have been injured by the Defendants' discriminatory conduct; and that such persons are aggrieved persons as defined in 42 U.S.C. § 3602(i) and have suffered damages.

12. The United States alleges that the Defendant's conduct was intentional, willful, and/or taken in reckless disregard for the rights of the Sytsmas and/or others.

13. The United States alleges that the conduct of the Defendants constitutes discrimination on the basis of familial status, in violation of 42 U.S.C. §§ 3604(a), (b), and (c), and constitutes a pattern or practice of resistance to the full enjoyment of the rights granted by the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, or a denial to a group of persons of rights granted by the Fair Housing Act, which denial raises an issue of general public importance, pursuant to 42 U.S.C. § 3614(a).

14. The Defendants do not admit that they violated the Fair Housing Act.

15. The Parties stipulate that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. §§ 3612(o) and 3614(a).

### **III. STATEMENT OF CONSIDERATION**

16. The Parties agree that the claims against Defendants should be resolved without further proceedings or a trial. Therefore, the United States and the Defendants agree to the entry

of this Settlement Agreement (the “Agreement”). This Agreement constitutes full resolution of the claims in the United States’ Complaint in this case against the Defendants.

17. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the Civil Action, consistent with the terms set forth in Section XII of this Agreement. The Parties agree and acknowledge that this consideration is adequate and sufficient.

THEREFORE, the Parties, through their authorized representatives, hereby stipulate and agree as follows:

#### **IV. GENERAL NONDISCRIMINATION PROVISIONS**

18. The Defendants, their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with Defendants in their ownership, operation, or management of rental housing, shall not:

- a. Refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a); nor
- b. Discriminate against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of familial status, in violation of 42 U.S.C. § 3604(b); nor
- c. Make, print, publish, or cause to be made any notice, statement or advertisement with respect to the rental of a dwelling unit that states any preference, limitation, or discrimination based on familial status, in violation of 42 U.S.C. § 3604(c).

## **V. NOTICE OF NON-DISCRIMINATION POLICY**

19. Within 30 days of the effective date of this Settlement Agreement, Defendants shall take the following steps to notify the public that they have a non-discrimination policy:

- a. Post an “Equal Housing Opportunity” sign in each of the three Apartment Properties in a prominent, well-lit location in which it is easily readable, and in any rental office through which the Apartment Properties are rented, which indicates that all apartments are available for rent on a nondiscriminatory basis. An 11-by-14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. The Defendant may use HUD Form 928, copies of which are available free of charge by calling HUD directly at 800-669-9777 or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.
- b. In all advertisements for rentals, including advertisements in newspapers, Internet web pages, flyers, handouts, telephone directories, signs (including at or near to the Apartment Properties) and other written materials, and on all rental applications and all leases, include either: (1) a fair housing logo and the words “Equal Housing Opportunity Provider” or (2) the words “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status (having children under age 18), or national origin.” The words and/or logo should be legible and prominently placed.

## **VI. MANDATORY TRAINING**

20. Within ninety days after the effective date of this Agreement, Defendant Debbie Appleby, and any individual who works with or for any Defendants performing advertisement, rental, management, and/or administrative duties with respect to the rental of housing owned

and/or managed by any Defendant shall attend an educational program offering instruction regarding their obligations under this Agreement and the federal Fair Housing Act. Defendants shall pay the cost of this educational program. The United States shall review and approve the content and form of the program. The trainer or training entity shall be qualified to perform such training, independent of Defendants and their counsel, and approved in advance by the United States.

21. Any individuals hired or contracted to work with or for either Defendant who will perform advertisement, rental, management, and/or administrative duties with respect to the rental of housing owned and/or managed by any Defendant shall attend the fair housing training program described in the preceding paragraph within thirty days of the start of their employment or contract. Defendants shall bear any costs associated with this training.

22. Within ten days of completing the educational program described in the preceding two paragraphs, each individual shall certify that he or she has participated in the educational training program, and understands and acknowledges his or her duties and responsibilities under this Agreement and the federal Fair Housing Act, by completing an acknowledgement in the form of Appendix A to this Agreement.

## **VII. REPORTING AND RECORD-KEEPING REQUIREMENTS**

23. Within 120 days of the effective date of this Agreement, and thereafter on the anniversary of the effective date of this Agreement, Defendants shall submit to counsel for the United States a compliance report, except that the final report shall be submitted sixty days prior to the expiration of this Agreement.<sup>1</sup> The compliance report shall include: (a) copies of any

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<sup>1</sup> All correspondence required to be sent to the United States under the provisions of this Agreement shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: *U.S. v. Appleby*, DJ 175-82-153, via overnight mail,



training certifications completed as required by Section VI of this Agreement; (b) copies of any advertising for rental housing owned and/or managed by Defendants in newspapers, in telephone directories, on radio or television, on the Internet, or in other media published since the effective date of this Agreement or the submission of the prior compliance report; and (c) photographs showing the Non-Discrimination Policy posted as required by Section V of this Agreement.

24. Defendants shall notify counsel for the United States in writing within fifteen days of receipt of any written or oral complaint against any Defendant regarding housing discrimination. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendants shall promptly provide the United States all information responsive to any request pertaining to any such complaint, and shall inform the United States in writing within fifteen days of the terms of any resolution of such complaint.

25. Defendants shall preserve all records related to this Agreement and to the rental housing they own and/or manage. Such documents include, but are not limited to, advertisements, applications, leases, and tenant files. Upon reasonable notice to Defendants, Defendants shall permit representatives for the United States to inspect and copy any records related to this Agreement so as to determine compliance with the Agreement; provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants.

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at the following address: 1800 G Street NW, Suite 7002, Washington DC 20006. Notice via facsimile is to be sent to (202) 514-1116. Notice via email is to be sent to undersigned counsel of record for the United States, unless otherwise directed. Any submission must reference the case name "*U.S. v. Appleby*" and/or DJ # 175-82-153.

26. The United States may take steps to monitor Defendants' compliance with the Agreement, including conducting fair housing tests at the rental housing owned and/or managed by Defendants.

27. For as long as any Defendant owns, leases, or controls any residential rental properties, that Defendant shall provide any information reasonably related to compliance with this Agreement that is requested by the United States.

### **VIII. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS**

28. If, at any time before the expiration of this Agreement, any Defendant acquires a direct or indirect management, ownership, financial, or control interest in any other residential rental property, such property shall become subject to the applicable provisions of this Agreement. Within thirty days of acquiring such an interest, Defendants shall notify counsel for the United States of the nature of the Defendant's or Defendants' interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under the Agreement. Defendants shall further provide a copy of the documents memorializing the transfer in interest.

29. If, at any time before the expiration of this Agreement, an Apartment Property or other property subject to this Agreement has been or is sold or transferred to a bona fide, independent, third-party purchaser in an arms-length transaction,<sup>2</sup> such property shall cease to be subject to this Agreement. For purposes of this paragraph, a "bona fide, independent, third-party

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<sup>2</sup> For purposes of this Agreement, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A transaction involving a corporate entity in which any Defendant, or any person related to any Defendant by blood or marriage, is an officer, agent, employee, or partner, or has any ownership, financial, or control interest, shall not be considered an arms-length transaction.

purchaser” is one in which neither Defendants nor a corporation or entity of which any Defendant is an officer, partner, employee, or agent, has any current or past financial, contractual, personal, or familial relationship.

30. If at any time while this Agreement remains in effect, any Defendant maintains that that Defendant’s obligations under this Agreement have terminated or changed because it has sold or transferred one of the Apartment Properties or any other property subject to this Agreement to a bona-fide third party purchaser in an arms-length transaction, the Defendant shall inform the United States within thirty days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser.

31. If any transfer of interest in all or a portion of one of the Apartment Properties or any other property subject to this Agreement is not an arms-length transaction, the Defendants shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of this Agreement for its duration.

#### **IX. MONETARY DAMAGES FOR THE SYTSMAS**

32. Within ten days after the effective date of this Agreement, Defendants shall pay a total sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000)** in settlement of the case to Ashley and Ryan Sytsma. Payment shall be made by the Defendants’ delivery of a check payable pursuant to the written instructions to be provided by counsel for the United States and mailed to Michael Diaz, Assistant U.S. Attorney, 700 Stewart Street, Suite 5220, Seattle WA 98101.

33. Upon receipt of the checks, the United States shall send to Defendants executed releases (attached as Appendix B) of all claims, legal or equitable, that Ashley and Ryan Sytsma,

and their minor children may have against Defendants relating to the claims asserted in this lawsuit, and shall thereafter deliver the checks to the Sytsmas.

**X. SETTLEMENT FUND FOR AGGRIEVED PERSONS**

34. Within ten days after the effective date of this Agreement, the Defendant shall deposit in an interest-bearing escrow account the total sum of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000)** for the purpose of compensating additional aggrieved persons whom the United States determines may have been harmed by the Defendants' discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." In addition, within fifteen days of the establishment of the Settlement Fund, the Defendant shall submit proof to the United States that the account has been established and the funds deposited.

35. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

36. The Defendant shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to this Section of the Agreement.

37. Beginning within thirty days after the entry of this Agreement, Defendants shall publish a Notice to Potential Victims of Housing Discrimination ("Notice"), in the form of the Notice at Appendix C, informing readers of the availability of monetary damages. Each Notice shall invite such persons to contact counsel for the United States within one hundred and twenty days from the effective date of this Agreement. The Notice shall be published on at least three occasions in the Everett Daily Herald, in a space measuring at least one-fourth of a page.

38. The Defendants shall complete the publication of all notices within ninety days from the effective date of this Agreement. The Defendants shall provide a copy of the

newspapers containing each such Notice to counsel for the United States within fifteen days after publication of the Notice.

39. The Defendants shall supplement their production of any rental/tenancy records, or any other records in their possession, custody, or control, that the United States believes to be useful in identifying persons who may be entitled to relief under this Agreement. Upon reasonable notice, the Defendant shall provide such rental/tenancy records or shall permit representatives of the United States to make copies of such rental/tenancy records.

40. Nothing in this Agreement shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

41. The United States shall investigate the claims of any newly identified allegedly aggrieved persons and, within 180 days of the effective date of this Agreement, shall inform Defendant as to its determination as to which persons are aggrieved and an appropriate amount of damages that should be paid to each such aggrieved person. The Defendant agrees that the determinations of the United States shall be final, and Defendant hereby waives the right to contest the United States' determination in this or any other proceedings. Because the Defendants have already denied that they have violated the Fair Housing Act as alleged by the United States, they agree as part of the settlement described herein that they will not seek to interfere with or oppose the United States' determinations regarding the aggrieved persons and the appropriate amount of damages paid to each aggrieved person. Any funds remaining from the Settlement Fund following the United States' determination regarding the appropriate amount of damages paid to each aggrieved person shall be collected by the United States.

42. In its letter informing the Defendants of its determination, the United States shall inform the Defendants of the amounts (plus accrued interest) that should be paid pursuant to its

determination. The Defendant shall, within ten days of the receipt of the United States' determination, deliver to counsel for the United States, by overnight delivery in accordance with footnote 1, a separate check payable to each aggrieved person in the amounts recommended.

43. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

44. When counsel for the United States has received a check from the Defendant payable to an aggrieved person and a signed release in the form of Appendix C from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the Defendants. No aggrieved person shall be paid until he or she has executed and delivered to counsel for the United States the release at Appendix C.

## **XI. CIVIL PENALTY**

45. Within ten days after the entry of this Agreement, the Defendant shall make a payment of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C); 28 C.F.R. § 85.3(b)(3). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

## **XII. IMPLEMENTATION, ENFORCEMENT, AND DISMISSAL OF UNDERLYING ACTION**

46. The United States may review compliance with this Agreement at any time. The Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, the Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

47. Should the Defendants fail to timely make any required settlement payment described herein or materially breach any other provision of this Agreement, the Parties agree that upon any such claim of breach as made by the United States, the United States may move to restore the present Civil Action to the active docket of this Court for purposes of resolution of any such claim of breach, or may file a separate action in the United States District Court for the Western District of Washington to remedy the breach. In the event of such a claim of breach as made by the United States, the Defendants consent to and agree not to contest the United States's motion to restore the present Civil Action to the Court's active docket, and consent to and agree not to contest the exercise of jurisdiction, including personal jurisdiction over the Defendants, by this Court.

48. Before taking the steps outlined in the preceding paragraph, the United States shall first provide Defendants notice of any breach in writing and shall afford them 30 days from the date of mailing to cure the default.<sup>3</sup>

49. In the event the United States reinstates the Civil Action as contemplated by paragraph 47, above, or any other civil action is commenced to remedy breach of this Agreement, the United States may seek the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and 3) any additional relief that may be authorized by law or equity. If the Civil Action is reinstated or any other such civil action is filed, the Defendants expressly agree not to count the time during which this Agreement is in

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<sup>3</sup> Notice shall be made to counsel for Defendants at: Jeana K. Poloni, Loeffler Law Group PLLC, 500 Union Street, Suite 1025, Seattle, WA 98101.

place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

50. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

51. Following the execution of this Agreement, the parties shall jointly move the Court for dismissal with prejudice of the underlying Civil Action, subject to its reinstatement as set forth in paragraph 47, above.

### **XIII. TERMINATION OF LITIGATION HOLD**

52. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Agreement.

### **XIV. DURATION, EXECUTION AND OTHER TERMS**

53. The effective date of this Agreement is the date of the last signature below. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

54. Except with respect to those obligations set forth in paragraph 18, the provisions of this Agreement shall remain in effect for three years after the effective date.



55. Except as stated in paragraph 49 above, each Party shall bear its own legal or other costs incurred in connection with this matter, including the preparation, negotiation, and performance of this Agreement.

56. This Agreement, including Appendices A-C, constitutes the complete agreement between the parties relating to the claims made in the Complaint. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

57. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

58. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

59. The provisions of this Agreement shall apply to the Defendants and their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with any Defendant.

60. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

61. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the

performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

62. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

63. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Western District of Washington, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Western District of Washington.

64. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.

65. This Agreement is a public document. The parties agree and consent to the United States' disclosure to the public of this Agreement and information about this Agreement.

Dated:

9/6/17

For Plaintiff United States of America:

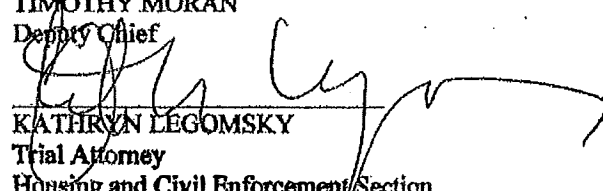
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J. MICHAEL DIAZ  
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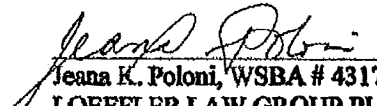
JOHN M. GORE  
Acting Assistant Attorney General  
Civil Rights Division

SAMEENA SHINA MAJEED  
Chief  
TIMOTHY MORAN  
Deputy Chief

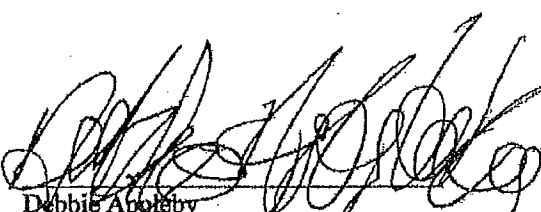
  
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Dated: 8/31/2017

For Defendants:

  
Jeana K. Poloni, WSBA # 43172  
LOEFFLER LAW GROUP PLLC  
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Phone: 206.443.8678  
Fax: 206.443.4545  
Email: jpoloni@Loefflerlegal.com

Counsel for Defendants Debbie Appleby,  
Apple One LLC, Apple Two LLC, Apple  
Three LLC

  
Debbie Appleby

Defendant

  
Michael P. Appleby

Registered Agent for Defendants Apple One  
LLC, Apple Two LLC, Apple Three LLC

**Appendix A**

**TRAINING CERTIFICATE**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_ minutes of in-person training on the requirements of the federal Fair Housing Act. I understand and acknowledge my duties and responsibilities under the federal Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position


\_\_\_\_\_  
Date

**Appendix B**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Settlement Agreement entered into in the case of *United States v. Appleby, et al.*, No. 2:17-cv-334 (W.D. Wash.), in the United States District Court for the Western District of Washington, and in consideration for the payment of \$ 35,000.00, I, Ryan Sytsma, do hereby fully release and forever discharge Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against Defendants for any of their conduct related to those claims through the date of the entry of the Settlement Agreement.

Executed this 4 day of September, 2017

  
Signature

Ryan P. Sytsma  
Print Name

18901 94<sup>th</sup> Ave W. Edmonds, WA 98020  
Home Address

\_\_\_\_\_  
Home Address Continued

**Appendix B**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Settlement Agreement entered into in the case of *United States v. Appleby, et al.*, No. 2:17-cv-334 (W.D. Wash.), in the United States District Court for the Western District of Washington, and in consideration for the payment of \$ 35,000.00, I, Ashley Sytsma, do hereby fully release and forever discharge Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against Defendants for any of their conduct related to those claims through the date of the entry of the Settlement Agreement.

Executed this 4 day of September, 2017.

  
Signature

Ashley Sytsma  
Print Name

18901 94th Ave W  
Home Address

Edmonds, WA 98020  
Home Address Continued

**Appendix C**

**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On August \_\_, 2017, the parties to *United States v. Appleby, et al.*, No. 2:17-cv-334, in the United States District Court for the Western District of Washington, entered into a Settlement Agreement resolving a housing discrimination lawsuit brought by the United States against Debbie Appleby, Apple One, LLC, Apple Two, LLC, and Apple Three, LLC. The lawsuit alleged that the Defendants engaged in a pattern or practice of discrimination in violation of the Fair Housing Act, by denying apartment units to families with children and making statements to prospective renters that their residential apartment rental properties were “adult” buildings. The properties at issue are located at: 201 5th Ave. N., 621 5th Ave. S., and 401 Pine Street in Edmonds, Washington. The Defendants do not admit that they violated the Fair Housing Act.

A Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants. You may qualify to recover from this fund if you were a prospective tenant at one of the above properties and had or were expecting children in your household at the time.

*If you believe you were denied housing, were the recipient of discriminatory statements, or otherwise discriminated against in connection with the properties at issue, as described above, please contact the United States Department of Justice at:*

***1-800-896-7743, Mailbox # 96***

*You may also write to:*  
United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave. NW – G Street  
Washington, DC 20530  
Attn: DJ# 175-82-153

**You must call or write on or before [no more than 120 days after the effective date of the Settlement Agreement] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.**