

**United States v. Keith Riexinger, Tamra Riexinger, and Riexinger Enterprises, Inc., Civil
Action No. 1:16-cv-03191-SMJ (E.D. Wash.)**

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
KEITH RIEXINGER, TAMRA RIEXINGER, AND RIEXINGER ENTERPRISES, INC.**

I. INTRODUCTION

1. This Settlement Agreement (the “Agreement”) is entered between the United States of America (“United States”) and Defendants Keith Riexinger, Tamra Riexinger, and Riexinger Enterprises, Inc., d/b/a/ Crossroad Construction (“Defendants”). The United States and Defendants are herein collectively referred to as “the Parties.”

II. RECITALS

2. This action was filed by the United States on October 31, 2016, to enforce provisions of Title VIII of the Civil Rights Act of 1968 (“the Fair Housing Act” or “the FHA”) as amended, 42 U.S.C. § 3601 *et seq.* The complaint was brought on behalf of Northwest Fair Housing Alliance (“NWFHA”), pursuant to 42 U.S.C. § 3612(o), alleging that Defendants failed to design and construct covered multifamily dwellings located at 2400, 2402 and 2404 N. Ridgeview in Ellensburg, Washington, (the “Properties”) with the features of accessible and adaptive design and construction required by 42 U.S.C. § 3604(f)(3)(C). The complaint also includes a claim under 42 U.S.C. § 3614(a) alleging that the Defendants’ conduct constitutes a pattern or practice of discrimination against persons with disabilities or a denial to a group of persons of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, which denial raises an issue of general public importance.
3. As originally constructed, each of the three buildings contained four ground-story bedroom/bathroom suites and five second-story suites. Each suite consists of a large private bedroom with a locking keypad entry, built-in desk, walk-in closet, and full bathroom.

Residents of each building share a common use kitchen, living room and laundry room. The three buildings share a common parking lot.

4. The complaint alleged that the four ground-floor suites in each building and the public and common use areas appurtenant thereto, are “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B).
5. The complaint further alleged that Defendants had failed to design and construct the property to meet the FHA’s accessible design requirements, including (a) the existence of multiple steps leading up to the front, primary entrances of each building; (b) inaccessible knob hardware on the building entrances; (c) bathroom doorways that are too narrow; (d) lack of accessible parking or accessible parking signage; (e) inaccessible electrical outlets and temperature controls; (f) lack of accessible routes to the trash dumpster; and (g) a failure to design and construct all premises within ground-floor dwellings so that they contain the following features of adaptive design: (i) an accessible route into and through the dwelling; (ii) reinforcements in bathroom walls to allow later installation of grab bars; and (iii) usable kitchens and bathrooms, such that an individual using a wheelchair can maneuver about the space.
6. Defendants have always denied and continue to deny any liability or wrongdoing with respect to the allegations made by the United States and NWFHA.

III. STATEMENT OF CONSIDERATION

7. The Parties agree that, to avoid the time, expense, and uncertainty of litigation, the claims against Defendants should be resolved without further proceedings or a trial. Therefore, the United States and Defendants agree to the entry of this Agreement. This Agreement constitutes full resolution of the claims in the United States’ Complaint in this case against Defendants.

8. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the lawsuit entitled *United States v. Keith Riexinger, et al.*, Civil No. 1:16-cv-03191-SMJ (the “Civil Action”). 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. NONDISCRIMINATION PROVISION

9. The Defendants, and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, agree not to discriminate on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).

V. CORRECTIVE ACTIONS/RETROFITS

10. Each building—2400, 2402, and 2402 N. Ridgeview—is currently composed of two separate units. “Unit 1” consists of a residence containing a ground floor common kitchen, living room, and laundry room and two ground floor bedroom/bathroom suites and five second floor bedroom/bathroom suites. “Unit 2” is a two-bedroom ground floor apartment with a kitchen and living room.
11. Defendants agree to retrofit/remediate, at their own expense, all ground floor dwellings, common areas, entrances, exterior routes, and parking in Units 1 and 2 in all three buildings—2400, 2402, and 2404 N. Ridgeview—as detailed in Appendix A to this Agreement.
12. Defendants agree to make all the retrofits to 2402 N. Ridgeview by August 31, 2018. No rooms in Unit 1 of 2402 N. Ridgeview will be leased until all agreed-upon retrofits have been made.

13. Defendants agree to make the retrofits to 2400 and 2404 N. Ridgeview by October 31, 2018. No presently existing lease of any ground floor bedroom/bathroom suite or apartment therein shall be renewed, and no further occupancy of any such suite or apartment shall be allowed, until Defendants have made the retrofits thereto as required under this Agreement.
14. Defendants agree to make the retrofits to the common areas and entrances of 2400 and 2404, the parking lot, and exterior routes by August 31, 2018.
15. Within fourteen (14) days of the effective date of this Agreement, the Defendants shall provide written notice to all ground floor residents of the properties informing them: 1) that Defendants will be retrofitting the Properties to make them more accessible sometime during the Summer and early Fall of 2018; 2) retrofits will be performed sooner, at their request, if the resident has a demonstrated need for one or more of the requested retrofits, which shall be limited to the building entry stairs and building interior retrofits; and 3) residents intending to make such a request should do so within fourteen (14) days from the date they receive this notice, or as soon thereafter as practical if their need for the retrofit arises later.
16. Defendants shall certify to the United States in writing that the notices have been distributed and shall describe the manner in which they were distributed within ten (10) days after such distribution.
17. Defendants shall endeavor to minimize inconvenience to the residents in scheduling and performing retrofits required by this Agreement.
18. Defendants shall offer any resident of a unit scheduled to undergo a retrofit who will be dislocated from the unit for more than twenty-four (24) hours consecutively a similarly sized, furnished unit at one of the three buildings at the Properties at no cost to the resident. Defendants may also offer to temporarily relocate a resident and their possessions to a vacant unit at one of the three buildings at the Properties at no cost to the resident.

19. The mailbox for the Properties is located several hundred feet away from the Properties along an inaccessible route. Defendants shall arrange to have the mail for the ground floor residents of the Properties delivered from this mailbox to the entrances of each of the units. Defendants shall include a notice in any lease agreements for a ground floor unit at the Properties that mail will be delivered to each of the ground floor units.

VI. INSPECTION PROCESS

20. Defendants shall allow an inspector (“Inspector”), as approved by the United States, to conduct on-site inspections of the retrofits that have been performed under this Agreement to determine if they have been completed in accordance with the specifications in this Agreement’s Appendix A. The Inspector shall have expertise in the design and construction requirements of the FHA. Defendants and NWFHA have agreed that NWFHA’s design and construction testing coordinator shall serve as the Inspector.¹ The United States may have its representative(s) present for each inspection at its expense.
21. Defendants shall promptly notify the United States and NWFHA of the completion of each retrofit called for under this Agreement. As soon thereafter as practicable, the Inspector will inspect the properties to evaluate whether the retrofits required by this Agreement have been completed. The Parties will coordinate the timing of the inspections such that the retrofits required by Paragraphs 11-14 can be evaluated by a maximum of two inspections.
22. The Inspector shall document each of the retrofits through photographs and measurements and shall, within thirty (30) days of each inspection, generate a written report detailing the completed retrofits. Such report shall include a description of the retrofits, relevant measurements, and photographs of the completed retrofits. Such report shall be sent to counsel for Defendants and for the United States. The United States shall review the

¹ The costs of these inspections is included as part of the \$10,000 payment Defendants have agreed to make to NWFHA under this Agreement.

Inspector's report to determine whether all the required retrofits have been made as specified in the Appendix A. Within twenty-one (21) days of receiving the Inspector's report, the United States will notify Defendants if any of the required retrofits have not been properly completed ("Notice of Noncompliance").

23. Defendants shall correct any deficiencies within sixty (60) days of receiving a Notice of Noncompliance from the United States and shall arrange for another inspection by the same Inspector to certify that the deficiencies have been corrected. The Defendants shall give notice of any subsequent inspection to the United States and give the United States an opportunity to have its representative(s) present for each subsequent inspection as set forth in paragraph 20. This process shall continue until the United States certifies that all the necessary retrofits have been made. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect the retrofits made by Defendants in accordance with this Agreement to ensure compliance; provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

VII. TRANSFER OF INTEREST IN PROPERTY

24. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the Properties shall not affect the Defendants' continuing obligation to retrofit the Properties as specified in this Agreement.
25. Should a Defendant or Defendants decide to sell or transfer ownership of the Properties, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Appendix A of this Agreement, Defendants shall at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Properties are subject to this Agreement, including specifically the owner's obligations to complete required retrofit work and to allow inspections, along with a copy of this Agreement; and (b)

provide to the United States, by email and first-class mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

VIII. MONETARY PAYMENT TO NWFHA

26. Defendants shall pay the sum of TEN THOUSAND DOLLARS (\$10,000) to the NWFHA. Within ten (10) days of the effective date of this Agreement, Defendants shall send to counsel for the United States a check payable to the NWFHA, via overnight delivery.
27. Upon the NWFHA's execution and delivery of a written release of all claims, legal or equitable, in the form of Appendix B that it might have against any and all Defendant(s) relating to or arising from the claims asserted in this lawsuit, the United States will forward the check to the NWFHA. The United States will transmit the written release to Defendants prior to sending the check to the NWFHA.

IX. EDUCATIONAL PROGRAM

28. Within twelve (12) months of the entry of this Agreement, any Defendants and all employees and agents whose duties, in whole or in part, involve or will involve primary management authority over the development, design and/or construction of multifamily dwellings of the type at issue in this case, and who have not had training in the design and construction requirements of the FHA in the last two years, shall undergo training (of one day or less in duration) on the design and construction requirements of the FHA. Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to

Appendix C. This requirement shall not apply to Keith Riexinger, who has already attended training on the requirements of the FHA.

X. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

29. Until all material terms of this Agreement have been satisfied as agreed upon by the Parties in writing, Defendants are required to preserve all records related to this Agreement. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any records of Defendants or any Properties bearing on compliance with this Agreement at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.
30. During the effective term of this Agreement, as set forth in Paragraph 39 below, Defendants shall advise counsel for the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint against any Defendant or any Defendant's successor, or against any employee or agent of any Defendant or any Defendant's successor, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Defendants shall also provide the United States all information it may request concerning any such complaint. Defendants shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

XI. IMPLEMENTATION, ENFORCEMENT, AND DISMISSAL OF UNDERLYING ACTION

31. During the effective term of this Agreement, as set forth in Paragraph 39 below, 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, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

32. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendant(s) to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify the Defendant(s) in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Defendant(s) shall have forty-five (45) days from the date the United States provides notification of any breach of this Agreement to cure the breach.
33. If the Parties are unable to reach a resolution within forty-five (45) days, either Party may move to restore the present Civil Action to the active docket of the U.S. District Court for the Eastern District of Washington solely for purposes of resolution of the disagreement. The Parties agree that, if the Civil Action is restored to the active docket, the only appropriate remedy for either party's failure to perform any non-monetary obligation contained in this Agreement is specific performance. In the event that one party seeks to restore the Civil Action for the purposes of resolving the disagreement, the opposing Party consents to and agrees not to contest the aggrieved Party's motion to restore the Civil Action to the Court's active docket. Alternatively, the United States may bring a civil action for breach of this Agreement or any provision thereof, in the United States District Court for the Eastern District of Washington. The United States may in such action seek to have the Court impose any remedy authorized at law or equity. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

34. In the event the United States reinstates the Civil Action as contemplated by Paragraph 33, or any other civil action is commenced to remedy breach of this Agreement, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate. The United States may also seek from the Court an award of reasonable attorneys' fees and costs incurred in connection therewith. 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 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.
35. Failure by either Party to enforce any provision of this Agreement shall not operate as a waiver of their right or ability to enforce any other provision of this Agreement.
36. Within 10 days after the monetary payments and concomitant procedures required by paragraphs 26 and 27 have been completed, 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 33, above.

XII. TERMINATION OF LITIGATION HOLD

37. 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 (ESI), or things related to the matters described in the 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.

XIII. DURATION, EXECUTION AND OTHER TERMS

38. 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.
39. The provisions of this Agreement shall remain in effect for three (3) years after the effective date.
40. Except as stated in paragraph 34 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.
41. 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.
42. 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.
43. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
44. Subject to the time limitations and conditions set forth in above Paragraphs 30 and 39, the provisions of this Agreement shall apply to the United States and all Defendants and Defendants' officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with Defendants.

45. 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.
46. 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.
47. 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.
48. 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 Eastern District of Washington, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Eastern District of Washington.
49. 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.
50. 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.

XIV. NOTICES

51. All notices required under this Agreement shall be provided in written form as follows:

To the United States Government:

Via Regular U.S. Mail:
Chief, Housing and Civil Enforcement Section,
Civil Rights Division,
U.S. Department of Justice,
Attn: DJ 175-41-223
950 Pennsylvania Avenue, NW - NWB
Washington, D.C. 20530

Via Overnight Mail:
1800 G Street, NW, Suite 7002
Washington, D.C. 20006

With a copy by first-class mail and email to:

Noah Sacks:
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W. (NWB)
Washington, D.C. 20530
noah.sacks@usdoj.gov

To Defendants:

Keith Riexinger
c/o PO Box 248
Ellensburg, WA 98926

With a copy by first class mail and email to Counsel for Defendants:

Douglas W. Nicholson
Lathrop, Winbauer, Harrel, Slothower & Denison, LLP
PO Box 1088/201 W. 7th Ave.
Ellensburg, WA 98926
dnicholson@lwhsd.com; kbailes@lwhsd.com

With a copy by first-class mail and email to:

Northwest Fair Housing Alliance
Atten: Marley Hochendoner
35 W. Main Ave.
Spokane, WA 99201
marley@nwfairhouse.org

Agreed to by the parties as indicated by the signatures appearing below:

For the United States:

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United States Attorney


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Dated: April 11, 2018

Dated: _____, 2018

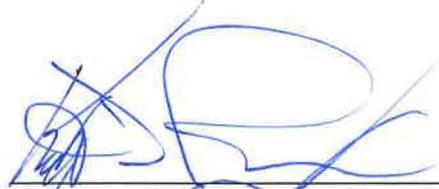
For Defendants:

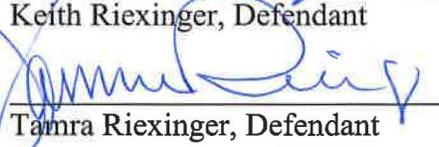
LATHROP, WINBAUER, HARREL,
SLOTHOWER & DENISON, LLP



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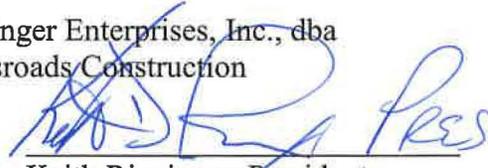
Dated: April 10, 2018



Keith Riexinger, Defendant

Tamra Riexinger, Defendant

Riexinger Enterprises, Inc., dba
Crossroads Construction

By: 

Keith Riexinger, President

References in the citation column are as follows:

FHAG - Fair Housing Accessibility Guidelines

ANSI - ANSI A117.1-1986

Nomenclature:

AFF - Above finished floor or ground surface

Min. - Minimum (where min. or max. is not indicated, the required dimension is absolute)

Max. - Maximum (where min. or max. is not indicated, the required dimension is absolute)

Sim. - "similar to" or "similar to others"

Typ. - typical

ACCESSIBLE ROUTE FROM SITE ARRIVAL POINTS TO UNIT ENTRANCES						
Ref.	Element	Condition	Requirement	Comments	Photo	Citation
Building 2400						
1	Connection from the parallel sidewalk to the stoop at the entrance	7" step up to the entrance stoop	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		524-526; 533-534	FHAG Req. 1, Sec. (4); ANSI 4.14.1
2	Building entrance - Unit 1	7 5/8" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		527-529	FHAG Req. 1, Sec. (4); ANSI 4.14.1
3	Building entrance - Unit 2	7 5/8" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		535-537	FHAG Req. 1, Sec. (4); ANSI 4.14.1
4	Building entrance door Unit 1 - hardware	Knob	Lever hardware		527	FHAG Req. 1, Sec. (4); ANSI 4.14.1
5	Building entrance door Unit 2 - hardware	Knob	Lever hardware		535	FHAG Req. 1, Sec. (4); ANSI 4.14.1
Building 2402						
6	Connection from the parallel sidewalk to the stoop at the entrance	7" step up to the entrance stoop	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		549-552; 556-559	FHAG Req. 1, Sec. (4); ANSI 4.14.1
7	Building entrance - Unit 1	7 1/4" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		553-554	FHAG Req. 1, Sec. (4); ANSI 4.14.1
8	Building entrance - Unit 2	7" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		560-561	FHAG Req. 1, Sec. (4); ANSI 4.14.1
9	Building entrance door - Unit 1, hardware	Knob	Lever hardware		005	FHAG Req. 1, Sec. (4); ANSI 4.14.1
10	Building entrance door Unit 2 - hardware	Knob	Lever hardware		202	FHAG Req. 1, Sec. (4); ANSI 4.14.1
Building 2404						
11	Connection from the parallel sidewalk to the stoop at the entrance doors	7" to 8" step up to the entrance stoop	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		576; 579-580; 583-584; 586-587	FHAG Req. 1, Sec. (4); ANSI 4.14.1
12	Building entrance - Unit 1	7" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		588-589	FHAG Req. 1, Sec. (4); ANSI 4.14.1
13	Building entrance - Unit 2	6 7/8" step up from the stoop to the entrance door threshold	Flush; or 1/4" high max.; or 1/2" high max. beveled at 1:2		581-582	FHAG Req. 1, Sec. (4); ANSI 4.14.1
14	Building entrance door - Unit 1, hardware	Knob	Lever hardware		585	FHAG Req. 1, Sec. (4); ANSI 4.14.1
15	Building entrance door Unit 2 - hardware	Knob	Lever hardware		578	FHAG Req. 1, Sec. (4); ANSI 4.14.1
UNIT INTERIORS						
Ref.	Element	Condition	Requirement	Comments	Photo	Citation
Building 2402: Unit 1 - 7 Lock-off Units						
Building 2402: Unit 2 - 2BR 2BA						

Ref.	Element	Condition	Requirement	Comments	Photo	Citation
Note B	The space labeled as Unit 1 consists of 7 total individual, lock-off units plus common use areas. The ground floor contains 2 lock-off units, the kitchen, living room, one laundry room and a storage closet. Each lock-off unit has its own bathroom. The upper floor contains 5 lock-off units and one additional laundry room.					
	The space labeled as Unit 2 is entirely contained on the ground floor of the building, and consists of a living room, kitchen, hall closet, laundry room, and two bedrooms, each with its own bathroom and walk-in closet. The bedrooms are not lock-offs. The entire space is therefore evaluated a single dwelling unit.					
Note C	The owner indicated that the interior layout and features of all three buildings are the same, with the exception that the overall width of Building 2402 is slightly less than Buildings 2400 and 2404. The inspection protocol is therefore based on a complete and detailed inspection of Building 2402, and then a spot check of Buildings 2400 and 2404 to determine if the data for Building 2402 is representative of all three buildings. In my opinion, the data for the interiors of Building 2402 is representative of the unit interiors in all three buildings.					
Note D	In Unit 1, for purposes of this report, the lock-off unit at the front of the building, nearest the building entrance, is referred to as "Lock-off Unit 1". The lock-off unit toward the rear of the building, nearer to the living room, is referred to as "Lock-off Unit 2".					
	In Unit 2, for purposes of this report, the bedroom at the front of the building, nearest the building entrance, is referred to as "Bedroom 1". The bedroom toward the rear of the building, nearer to the living room, is referred to as "Bedroom 2".					
Unit 1, Lock-off Unit 1						
16	Bathroom door	2'-6" wide; 28" clear width	2'-10" min.; 31 5/8" min. clear opening		034-037	FHAG Req. 3, Sec. (2)
17	Bathroom walk-in closet opening	31" clear width	31 5/8" min. clear opening width		022, 049-050	FHAG Req. 3, Sec. (2)
18	Lavatory clearance	Alcove 46 3/8" wide; no forward approach; base cabinet is not removable	Alcove 48" wide min. for a parallel approach; or removable base cabinet with finished wall and floor surfaces below the lavatory		038-040	FHAG Req. 7, Sec. (2)(a)(ii)
19	Toilet clearance	45 1/4" wide from the sidewall to the bathtub; 40 1/2" wide at the wall between the bathtub and the lavatory, which is at a depth of 59 1/2"	48" min. for a min. depth of 66" min.		019, 042-045	FHAG Req. 7, Sec. (2)(a)(ii)
20	Toilet centerline	Centerline 21" from the sidewall	18"		051-052	FHAG Req. 7, Sec. (2)(b)(iv)
21	Bathtub clearance	Parallel approach: 30" wide by 28" long clear floor space at the bathtub Forward approach: 28" wide by 45 1/4" long clear floor space at the bathtub	Min. 30" wide by 48" long clear floor space at the bathtub	At least one compliant clearance at the bathtub is required.	021, 046-048	FHAG Req. 7, Sec. (2)(b)(iv)
22	Electrical outlets, other than the bathroom	13 1/2" AFF	15" min. AFF, measured to the lowest receptacle	A minimum of one outlet per room must be remediated.	026-033	FHAG Req. 5
Unit 1, Lock-off Unit 2						
23	Bathroom door	2'-6" wide; 28" clear width	2'-10" min.; 31 5/8" min. clear opening		08/3-086	FHAG Req. 3, Sec. (2)
24	Bathroom walk-in closet opening	30 1/4" clear width	31 5/8" min. clear opening width		098-099	FHAG Req. 3, Sec. (2)
25	Lavatory clearance	Alcove 45 3/4" wide; no forward approach; base cabinet is not removable	Alcove 48" wide min. for a parallel approach; or removable base cabinet with finished wall and floor surfaces below the lavatory		064, 095-097	FHAG Req. 7, Sec. (2)(a)(ii)
26	Toilet clearance	43 3/4" wide from the sidewall to the bathtub; 40 1/2" wide at the wall between the bathtub and the lavatory, which is at a depth of 59 1/2"	48" min. for a min. depth of 66" min.		065, 087-092	FHAG Req. 7, Sec. (2)(a)(ii)
27	Bathtub clearance	Parallel approach: 30" wide by 28" long clear floor space at the bathtub Forward approach: 28" wide by 45 1/4" long clear floor space at the bathtub	Min. 30" wide by 48" long clear floor space at the bathtub	At least one compliant clearance at the bathtub is required.	085, sim. 046-048	FHAG Req. 7, Sec. (2)(b)(iv)
28	Electrical outlets, other than the bathroom	13 1/2" to 14" AFF	15" min. AFF, measured to the lowest receptacle	A minimum of one outlet per room must be remediated.	075-082	FHAG Req. 5
Unit 1, Common Use Areas						

Ref.	Element	Condition	Requirement	Comments	Photo	Citation
29	Building entrance door Unit 1 - threshold	5/8" high on the interior side; no bevel	Flush; or 1/4" high max.; or 1/2" max. with 1:2 bevel		011	FHAG Req. 2; ANSI 4.13.8
30	Kitchen - width	Left side of the island: 32" to 39" between the island countertop and the opposing refrigerator, range and countertop Right side of the island: 31 3/4" to 39" between the island countertop and the opposing refrigerator, range and countertop	40" min.	Since the appliances and counter space are the same on the left and right side of the island, one of the two spaces min. must be accessible.	Left: 140, 182-185 Right: 138, 155-156 and sim. To 182-185	FHAG Req. 7, Sec. (1)(b)
31	Kitchen - sink	Countertop 35 3/4" AFF	34" max. AFF	There are two sinks in the kitchen. A min. of one is required to be accessible.	Sim. to 162-163	FHAG Req. 2; ANSI 4.19.2.2
32	Kitchen - sink	No knee clearance for forward approach	Forward approach with compliant knee and toe clearance and pipe insulation	There are two sinks in the kitchen. A min. of one is required to be accessible.	142-143	FHAG Req. 2; ANSI 4.19..3, 4.19.4
33	Thermostat	59 7/8" AFF	48" max. AFF		100-103	FHAG Req. 5
34	Hall closet door - width	2'-8" wide; 30" clear width	32" min. clear width		192-197	FHAG Req. 2; ANSI 4.13.5
35	Hall closet door - hardware	Knob	Lever hardware		192	FHAG Req. 1, Sec. (4); ANSI 4.14.1
36	Laundry room door - hardware	Knob	Lever hardware		125, 127	FHAG Req. 1, Sec. (4); ANSI 4.14.1
Unit 2 - 2BR 2BA						
37	Unit entrance door - threshold	3/4" high on the interior side; no bevel	Flush; or 1/4" high max.; or 3/4" max. with 1:2 bevel		204-205	FHAG Req. 4, Sec. (4)
38	Bedroom 1, bathroom door - width	2'-6" wide; 28 1/8" clear width	2'-10" min.; 31 5/8" min. clear opening		236-239	FHAG Req. 3, Sec. (2)
39	Bedroom 1, walk-in closet opening	30 7/8" clear width	31 5/8" min. clear opening width		253-254	FHAG Req. 3, Sec. (2)
40	Bedroom 1, lavatory clearance	Alcove 46" wide; no forward approach; base cabinet is not removable	Alcove 48" wide min. for a parallel approach; or removable base cabinet with finished wall and floor surfaces below the lavatory		240-242	FHAG Req. 7, Sec. (2)(a)(ii)
41	Bedroom 1, toilet clearance	45 1/4" wide from the sidewall to the bathtub	48" min. for a min. depth of 66" min.	The wall at the end of the bathtub protrudes several inches into the toilet clearance at a depth of 59 1/2".	245-246, 249-250	FHAG Req. 7, Sec. (2)(a)(ii)
42	Bedroom 1, toilet centerline	Centerline 16 1/2" from the sidewall	18"		251-252	FHAG Req. 7, Sec. (2)(b)(iv)
43	Bedroom 1, bathtub clearance	Parallel approach: 30" wide by 28" long clear floor space at the bathtub Forward approach: 28" wide by 45 1/4" long clear floor space at the bathtub	Min. 30" wide by 48" long clear floor space at the bathtub	At least one compliant clearance at the bathtub is required.	221, sim. 046-048	FHAG Req. 7, Sec. (2)(b)(iv)
44	Bedroom 2, bathroom door - width	2'-6" wide; 28" clear width	2'-10" min.; 31 5/8" min. clear opening		289-292	FHAG Req. 3, Sec. (2)
45	Bedroom 2, walk-in closet opening	30 3/8" clear width	31 5/8" min. clear opening width		293-294	FHAG Req. 3, Sec. (2)
46	Bedroom 2, lavatory clearance	Alcove 45 7/8" wide; no forward approach; base cabinet is not removable	Alcove 48" wide min. for a parallel approach; or removable base cabinet with finished wall and floor surfaces below the lavatory		295-297	FHAG Req. 7, Sec. (2)(a)(ii)
47	Bedroom 2, toilet clearance	44" wide from the sidewall to the bathtub; 40" wide at the wall between the bathtub and the lavatory, which is at a depth of 59 1/2"	48" min. for a min. depth of 66" min.		300-305	FHAG Req. 7, Sec. (2)(a)(ii)
48	Bedroom 2, toilet centerline	Centerline 17 1/4" from the sidewall	18"		306-307	FHAG Req. 7, Sec. (2)(b)(iv)

Ref.	Element	Condition	Requirement	Comments	Photo	Citation
49	Bedroom 2, bathtub clearance	Parallel approach: 30" wide by 28" long clear floor space at the bathtub Forward approach: 28" wide by 45 1/4" long clear floor space at the bathtub	Min. 30" wide by 48" long clear floor space at the bathtub	At least one compliant clearance at the bathtub is required.	269, sim. 046-048	FHAG Req. 7, Sec. (2)(b)(iv)
50	Kitchen - sink	Countertop corner location - centerline 13" from adjacent base cabinet	Centerline 24" min.; or centerline 15" min. with a removable base cabinet with finished wall and floor surfaces below the lavatory	Kitchen sink can remain at current location and width, but must have a removable base cabinet with finished wall and floor surfaces below the lavatory. Pipes under sink must be insulated.	323, 328-329	FHAG Req. 7, Sec. (1)(a)
51	Kitchen - outlet left of the sink	Clear floor space 30" wide by 36" long adjacent to the countertop at the outlet location	Clear floor space 30" wide by 48" long min.	The refrigerator projects 6" beyond the face of the base cabinets at the outlet location.	323, 326, 327, 333	FHAG Req. 5
52	Kitchen - outlet left of the sink	36" + 10 1/2" = 46 1/2" AFF	46" AFF max. measured to the centerline of highest outlet	A minimum of one outlet per room must be remediated.	330-332	FHAG Req. 5
53	Electrical outlets, other than the bathrooms and kitchen outlets over countertops	13" to 13 1/2" AFF	15" min. AFF, measured to the lowest receptacle	A minimum of one outlet per room must be remediated.	228-235, 273-282	FHAG Req. 5
PUBLIC AND COMMON USE SITE AMENITIES						
Ref.	Element	Condition	Requirement	Comments	Photo	Citation
Accessible Route From Covered Units to Public and Common Use Amenities						
54	Accessible route to the trash dumpster	Steps/level changes in the accessible route from all covered units in all three buildings - see Ref. 1, 2, 3, 6, 7, 8, 11, 12 and 13			512-515	FHAG Req. 2
55	Accessible route to the mailboxes	Steps/level changes in the accessible route from all covered units in all three buildings - see Ref. 1, 2, 3, 6, 7, 8, 11, 12 and 13		Defendants shall arrange to have the mail for the ground floor residents of the Properties delivered from this mailbox to the entrances of each of the units.	492-511	FHAG Req. 2
Parking - All Buildings						
56	Accessible parking	No evidence of accessible parking; no signage to identify accessible spaces	Min. one compliant accessible parking space		516-522; 570	FHAG Req. 2; ANSI 4.6

APPENDIX B

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Settlement Agreement they entered into in the case of *United States v. Keith Riexinger, et al.*, No. 1:16-cv-03191-SMJ (E.D. Wash.), and in consideration for the payment of \$10,000 to the Northwest Fair Housing Alliance (NWFHA), I, Marley Hochendoner, Executive Director of NWFHA, do hereby fully release and forever discharge Keith Riexinger, Tamra Riexinger and Riexinger Enterprises, Inc., d/b/a Crossroads Construction (hereinafter "Defendants"), along with their insurers, co-insurers, reinsurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, independent contractors, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that NWFHA or any of its employees, contractors, officers, and any persons acting under its respective direction or control may have had against any of them for any of Defendants' actions or statements related to those claims through the date of the entering into the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 2018.

[Signature]

[Print Name]

APPENDIX C

EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 201____, _____, I attended training on the design and construction requirements of the FHA, as required by the Settlement Agreement resolving the lawsuit captioned United States v. Riexinger, et al., 1:16-cv-03191 (E.D. Wash.)

Signature

Print Name

Job Title

Company

Address

Address Continued

Telephone Number

Date