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**IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY**

KEENA BEAN, JOHN B. HEIDERICH,
GWENDOLYN A. LEE, MATTHEW
BENTLEY, WESLEY WILLIAMS, JOSEPH
BRIERE, SARAH PYNCHON, WILLIAM
SHADBOLT, and BOAZ BROWN, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

CITY OF SEATTLE, a Washington municipal
corporation, and the STATE OF
WASHINGTON,

Defendants.

No. _____

CLASS ACTION COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF

I. INTRODUCTION

1. Article I, § 7 of the Washington Constitution states that “No person shall be disturbed in his private affairs, or his home invaded, without authority of law.” This means that, in Washington, the government must either have consent or a warrant before it intrudes on a person’s home or private affairs.

2. Despite this unambiguous right, the Rental Registration and Inspection

1 Ordinance (RRIO), Seattle Municipal Code Chapter 22.214, passed by the city of Seattle
2 (“Seattle” or the “City”), requires tenants in rental homes and apartments to submit to an
3 intrusive inspection for housing code violations even if they do not consent and the City does
4 not have a warrant.

5 3. The inspection mandated by the RRIO is extremely invasive. The checklist for
6 the inspection runs twelve pages and requires the inspector to examine the property’s bedrooms,
7 bathrooms, sinks, kitchens, and, in some instances, the tenant’s refrigerator, for housing code
8 violations.

9 4. The RRIO requires landlords to try to force tenants to submit to these
10 inspections, even if the tenant does not consent to the inspection and the landlord wishes to
11 honor the privacy interests of her tenants. If the tenant does not submit to the inspection, the
12 City may levy substantial fines against the landlord.

13 5. Although Washington state law permits municipalities to obtain warrants to
14 conduct inspections without a tenant’s consent when the government has probable cause (also
15 referred to as individualized suspicion) to believe that there is a problem with the property,
16 Seattle has never obtained, or even sought, an inspection warrant since the RRIO went into
17 effect in 2015.

18 6. Under RCW 59.18.125, the State of Washington authorizes municipalities,
19 including the City, to force tenants in rental homes and apartments to admit government-
20 mandated inspectors into their homes without a warrant and without consent.

21 7. Seattle’s RRIO program and RCW 59.18.125 do not comport with the
22 requirements of article I, § 7 of the Washington Constitution. Plaintiffs here are tenants who do

1 not consent to the government’s inspection of their homes without a warrant and landlords who
2 do not wish to act as the enforcement vehicle for the government’s violation of the tenants’
3 constitutional rights, as well as the proposed class these named plaintiffs represent. They bring
4 this class action suit against the City and the State of Washington (together, “Defendants”) to
5 enjoin the City from conducting warrantless housing inspections of rental properties using the
6 RRIO or RCW 59.18.125 and to have this Court declare these enactments are unconstitutional.

7 **II. JURISDICTION AND VENUE**

8 8. Jurisdiction is proper in this Court pursuant to RCW 2.08.010. Plaintiffs seek
9 declaratory relief pursuant to RCW 7.24.010.

10 9. Venue is proper in this Court pursuant to RCW 4.12.025.

11 **III. PARTIES**

12 **Plaintiffs/Proposed Class Representatives**

13 10. Plaintiff Keena Bean is a tenant in an apartment home located at 608 East Lynn
14 Street, Seattle, Washington 98102, which is currently subject to Seattle’s rental-inspection
15 program. She is a young professional who cares deeply about maintaining privacy in her home.
16 She values her right to determine who will enter her home and who will have access to the space
17 in which she lives.

18 11. Plaintiffs John B. Heiderich and Gwendolyn A. Lee, have owned and operated
19 rental properties in Seattle for more than forty years, including the property in which Ms. Bean
20 lives. They are unwilling to act as the vehicle by which the City will intrude into Ms. Bean’s
21 home without her consent and are committed to helping their tenants protect their constitutional rights.

22 12. Plaintiffs Matthew Bentley, Wesley Williams, and Joseph Briere live in a home

1 that they rent located at 12708 2nd Avenue, NW, Seattle, Washington 98177, which is currently
2 subject to the city’s rental inspection program. They value their privacy and security in their
3 home and do not want inspectors to enter without their consent.

4 13. Plaintiff Sarah Pynchon owns rental properties in Seattle operated by her
5 husband, Plaintiff William Shadbolt, including the home that Mr. Bentley, Mr. Williams, and
6 Mr. Briere rent. Ms. Pynchon and Mr. Shadbolt are unwilling to allow the city to intrude into the
7 tenants’ privacy without their consent and are committed to helping the tenants protect their
8 rights.

9 14. Plaintiff Boaz Brown lives in a rental home at 5401 NE 65th Street, Seattle,
10 Washington 98115, which is currently subject to Seattle’s rental-inspection program. He values
11 his privacy and security in his home and does not want inspectors to enter.

12 **Defendants**

13 15. Defendant City of Seattle is a political subdivision and municipal corporation
14 organized under the laws of the State of Washington. The City is a legal entity with the capacity
15 to sue and be sued. The City of Seattle is sued in its own right and on the basis of the acts and
16 omissions of its officials, agents, and employees who were following the City’s policies.

17 16. Defendant State of Washington is responsible for enforcing and defending its
18 laws.

19 **IV. FACTUAL ALLEGATIONS**

20 **Seattle’s Rental Registration and Inspection Ordinance**

21 17. In 2013, Seattle enacted the RRIO to require all Seattle landlords and tenants to
22 submit to mandatory inspections of rental properties. These provisions are codified in Seattle

1 Municipal Code (“SMC”) §§ 22.214 *et seq.* Inspections under the program began in 2015.

2 18. The RRIO requires landlords to register their properties with the city. SMC
3 §22.214.040. If they do not, they cannot rent any units. SMC § 22.214.040.A.

4 19. In order to register, a landlord must obtain a certificate of compliance issued after
5 an inspection. SMC § 22.214.050.

6 20. Currently, a landlord’s registration is valid for five years from the date the City
7 issues the registration. SMC § 22.214.040.C. As of January 1, 2019, a landlord’s registration
8 will be valid for two years from the date the City issues the registration. Seattle, Wash.,
9 Ordinance No. CB 119387 (Nov. 26, 2018).

10 21. Under the RRIO, Seattle inspects 10 percent of the city’s rental properties
11 (chosen randomly) each year. SMC § 22.214.050.A. Thus, under the RRIO program, the City
12 will inspect 100 percent, or a percentage close to 100 percent, of the properties subject to the
13 ordinance within 10 years.

14 22. The RRIO applies “to all rental housing units.” SMC § 22.214.030. The SMC
15 defines “Rental housing unit” as “a housing unit that is or may be available for rent, or is
16 occupied or rented by a tenant or subtenant in exchange for any form of consideration.” SMC
17 § 22.214.020.10. This is a vast swath of the housing in Seattle—almost 153,000 rental housing
18 units.

19 23. The SMC requires “sample” inspections in multi-unit buildings. If the landlord
20 opts to have a sample of the apartments inspected, “20 percent of the rental housing units,
21 rounded up to the nearest whole number, are required to be inspected, up to a maximum of 50
22 rental housing units in each building.” SMC § 22.214.050.G.1. The City chooses which units it

1 will inspect in such a building. SMC § 22.214.050.G.2. Sampling is not an option for single-
2 family rental homes.

3 24. To comply with the RRIO program, landlords may use city inspectors or private
4 inspectors. SMC § 22.214.050.C.

5 25. As of 2015, private inspectors conducted about 60 percent of the 5,000
6 inspections performed by the city.

7 26. Inspections under the code are wall-to-wall, covering “each habitable room in the
8 unit.” Seattle Department of Construction & Inspections, *RRIO Checklist 1* (March 2018),
9 http://www.seattle.gov/DPD/cs/groups/pan/@pan/documents/web_informational/s048492.pdf
10 (the “Checklist”). Inspectors use the Checklist to determine if a rental property meets City code
11 requirements, but the Checklist also gives inspectors the discretion to check “property
12 conditions that should be addressed for other reasons.” *Id.* The Checklist does not define or
13 otherwise identify these “other reasons.”

14 27. Inspectors have a blank slate to look in all areas meant for “living, sleeping,
15 eating or cooking.” This means inspectors search bedrooms shared by intimate partners and
16 search children’s rooms without the consent or presence of parents.

17 28. When inspectors gain access to the interior of the home, they can view religious,
18 political, medical, and other personal information about the tenants—holy books, medications,
19 photographs of politicians. An inspection can also reveal the presence of expensive goods or
20 reserves of cash or precious metals, jewelry, or stones, or, alternatively, demonstrate conditions
21 of poverty.

22 29. Because Seattle gives inspectors full access to bedrooms, they can view

1 undergarments, medical devices, and religious, recreational, and intimate possessions.

2 30. Initially, the program did not require private inspectors to provide the results of a
3 failed inspection to the City. However, in 2016, the City issued Statement of Legislative Intent
4 25-2-A-2, which requested that the City’s Department of Construction and Inspections (SDCI),
5 which implements the RRIO program, revise the program to make inspections by private
6 inspectors as close as possible to those conducted by City inspectors.

7 31. The City then amended the RRIO to force private inspectors to provide the
8 results of the inspection to the City so that the City could select additional units for inspection.

9 32. The RRIO now contains the following language: “If a rental property owner
10 chooses to hire a private qualified rental housing inspector and a selected unit of the rental
11 property fails the initial inspection, both the results of the initial inspection and any certificate of
12 compliance must be provided to [SDCI].” SMC § 22.214.050.J. Thus, the results of a failed
13 inspection come into the City’s possession and any distinction between city inspectors and
14 private inspectors is destroyed. Put another way, under the RRIO, ostensibly private inspectors
15 are, in fact, agents of the City.

16 33. After an inspector submits the results to the City, the SDCI “shall audit
17 inspection results and certificates of compliance ... [and] ... may select additional units for
18 inspection....” SMC § 22.214.050.J.

19 34. The RRIO explicitly “place[s] the obligation of complying with its requirements
20 upon the owners of the property and the rental housing units subject to [the RRIO].” SMC
21 § 22.214.075.D. The owner of the property may thus be liable for fines of a cumulative civil
22 penalty of \$150 a day for the first ten days of the violation and \$500 for each day thereafter.

1 SMC § 22.214.086.A.1.

2 35. The RRIO also states that “[a] tenant shall not unreasonably withhold consent for
3 the owner or owner’s agent to enter the property.” SMC § 22.214.050.H.1.d.

4 36. A pamphlet distributed by the City affirms that tenants cannot deny inspectors
5 and that it is the responsibility of the landlord to force the tenant to grant access to their home.
6 Specifically, in “What You Need to Know About Inspections,” the City tells landlords, “You
7 should work out access to the unit with your renter. Renters cannot unreasonably deny access
8 for a RRIO inspection.” Seattle Department of Construction & Inspections, *What You Need to*
9 *Know About Inspections 2*,
10 [http://www.seattle.gov/Documents/Departments/SDCI/Codes/RRIO/RRIOWhatYouNeedtoKnow](http://www.seattle.gov/Documents/Departments/SDCI/Codes/RRIO/RRIOWhatYouNeedtoKnowAboutInspections.pdf)
11 [AboutInspections.pdf](http://www.seattle.gov/Documents/Departments/SDCI/Codes/RRIO/RRIOWhatYouNeedtoKnowAboutInspections.pdf) (last visited December 4, 2018).

12 37. The City’s literature for tenants also advances the perception that they have no
13 right to refuse an inspection. The “renters” information on the City’s RRIO website states that
14 “City and state law says that you cannot unreasonably deny access for the inspection.” Seattle
15 Department of Construction & Inspections, *Rental Registration and Inspection Ordinance—*
16 *Renters*, [http://www.seattle.gov/sdci/codes/licensing-and-registration/rental-registration-and-](http://www.seattle.gov/sdci/codes/licensing-and-registration/rental-registration-and-inspection-ordinance/renters)
17 [inspection-ordinance/renters](http://www.seattle.gov/sdci/codes/licensing-and-registration/rental-registration-and-inspection-ordinance/renters) (last visited December 4, 2018).

18 38. If a tenant refuses entry, Washington law permits the City to seek a warrant to
19 inspect the property pursuant to RCW 59.18.150. However, the City has a policy and practice of
20 not seeking warrants, and instead forcing landlords to coercively obtain tenant consent. On
21 information and belief, Plaintiffs allege that the City has never obtained, or even sought, a single
22 warrant to conduct a rental inspection in response to a tenant objection under the RRIO.

1 **Washington’s Statute Authorizing Warrantless Rental Inspections by the City**

2 39. Even if Plaintiffs were successful in striking down the RRIO, or if the City
3 repealed the unconstitutional portions of the ordinance, Washington’s Residential Landlord-
4 Tenant Act would still permit the City to conduct warrantless inspections using private
5 inspectors who must then report the results of any failed inspection to the government.

6 40. Specifically, the Washington Landlord-Tenant Act provides that “[i]f a rental
7 property owner chooses to hire a qualified [private] inspector other than a municipal housing
8 code enforcement officer, and a selected unit of the rental property fails the initial inspection,
9 both the results of the initial inspection and any certificate of inspection must be provided to the
10 local municipality.” RCW 59.18.125(6)(e).

11 **Seattle Attempts a Warrantless Inspection of 12708 2nd Ave NW**

12 41. On May 14, 2018, Plaintiffs Sarah Pynchon and William Shadbolt received an
13 inspection notice for the rental home located at 12708 2nd Avenue, NW.

14 42. On July 11, 2018, the six housemates sharing the home at 12708 2nd Avenue,
15 NW—including Plaintiffs Matthew Bentley, Wesley Williams, and Joseph Briere—wrote to
16 SDCI to object to the inspection. The letter stated that they would not voluntarily allow a city or
17 private inspector inside the home. The tenants invoked their “rights under Article I, Section 7 of
18 the Washington Constitution, which requires the government to obtain a warrant based upon
19 individualized probable cause before it can conduct a rental inspection without consent.” Letter
20 from Matthew Bentley *et al.* to SDCI (July 11, 2018) (on file with the Institute for Justice).

21 43. On July 14, 2018, Ms. Pynchon also wrote to the SDCI to inform the city that the
22 residents of the property were refusing a government inspection of their home and that she fully

1 respected her tenants' decision in the matter.

2 44. On August 23, 2018, SDCI responded to Ms. Pynchon. While SDCI
3 acknowledged receiving the tenants' letter, it only responded to Ms. Pynchon. The letter laid out
4 the requirements of the RRIO and extended the date by which the inspection must occur to
5 October 15, 2018. The letter threatened penalties of up to \$150 a day for the first ten days of
6 noncompliance and \$500 per day thereafter. Letter from Geoff Tallent, RRIO Program Manager,
7 Seattle Department of Construction and Inspections, to Sarah Pynchon (Aug. 23, 2018) (on file
8 with the Institute for Justice). Otherwise, the letter ignored the landlord and tenants'
9 constitutional objections to the inspection.

10 45. The City never responded to letter submitted by Mr. Bentley, Mr. Williams, and
11 Mr. Briere.

12 46. On November 14, 2018, the SDCI wrote to Ms. Pynchon threatening action
13 against her for respecting her tenants' privacy: "[U]nder RRIO it is your obligation to complete
14 the inspection. Any enforcement action resulting from failure to complete the RRIO inspection
15 will be taken against you. At the same time, your tenants have an obligation to not unreasonably
16 deny you access for activities such as an inspection." Letter from Geoff Tallent, RRIO Program
17 Manager, Seattle Department of Construction and Inspections, to Sarah Pynchon (Nov. 14,
18 2018) (on file with the Institute for Justice).

19 47. Plaintiffs Shadbolt and Pynchon have been forced by the city to either invade the
20 privacy of their tenants or face daily fines in the hundreds of dollars.

21 **All Plaintiffs live under threat of warrantless inspections**

22 48. The fact that the City intends to inspect up to 100% of the properties subject to

1 the RRIO every ten years means that Plaintiffs will be subject to the threat of a warrantless
2 inspection of their homes. Every tenant living in rental properties in Seattle is likely to be
3 subject to a search over the course of five-to-ten years.

4 49. For Plaintiff Keena Bean, the prospect of having strangers entering every part of
5 her apartment undermines her security in her own home. As a young woman living alone,
6 security and privacy are very important to her, as is the ability to closely vet who she brings into
7 her home. The idea that a stranger will enter her home and inspect it in detail, either while she is
8 present or not, is worrisome. She has experienced unwanted intruders in previous living
9 situations, heightening her interest in maintaining her safety and security. In addition to her
10 general hesitation to let strangers into her home, she fears that an inspection could reveal
11 personal details about her—including where she stores personal items and where she sleeps.

12 50. For Plaintiff Boaz Brown, the prospect of having strangers entering every part of
13 his home undermines his security in his home. Because of this, he has already taken steps to
14 hide and store some items that he wishes to keep private in the event inspectors force their way
15 inside. He does not feel that he should have to take these steps to maintain his privacy in his
16 own home.

17 51. Plaintiffs John B. Heiderich and Gwendolyn A. Lee do not want to be placed in
18 an adversarial position with their own tenants by compelling tenants to have an inspection
19 against their will.

20 **Injury to Plaintiffs**

21 52. Plaintiffs do not want inspectors entering their home against their will and
22 searching their home. Their homes are not open to the public. Even invited guests do not have

1 permission to search Plaintiffs' bathroom, bedrooms, and other private areas.

2 53. Without a judgment declaring the RRIO to be unconstitutional and issuing an
3 injunction against its enforcement, the tenant Plaintiffs will be subjected to an unconstitutional
4 search without their consent and without a warrant, and the landlord Plaintiffs will be coerced
5 to implement an unconstitutional search of their tenants' homes and private affairs.

6 54. Without a judgment declaring RCW 59.18.125 to be unconstitutional and issuing
7 an injunction against its use by the City, the City has the authority to subject the tenant
8 Plaintiffs to an unconstitutional search without their consent and without a warrant and to
9 coerce the landlord Plaintiffs to implement an unconstitutional search of their tenants' homes
10 and private affairs.

11 V. CLASS ACTION ALLEGATIONS

12 55. Class Definition: Pursuant to CR 23(b)(2), Plaintiffs bring this case as a class
13 action on behalf of the following two subclasses:

14 (1) All tenants of rental homes and apartments in Seattle subject to RRIO
15 and the Washington Residential Landlord-Tenant Act that do not, and will not,
16 consent to an inspection of their homes without a warrant;

17 (2) All landlords that own properties in Seattle subject to RRIO and the
18 Washington Residential Landlord-Tenant Act in which tenants who do not, and
19 will not, consent to an inspection of their homes without a warrant, reside.

20 56. Exclusions from Class: Excluded from the Class are Defendants' legal
21 representatives, assignees, and successors. Also excluded are the judge to whom this case is
22 assigned and any member of the judge's immediate family.

1 57. Numerosity: There are approximately 152,687 rental housing units in the City
2 covered by RRIO and RCW 59.18.125. Plaintiffs believe that (i) there are hundreds, if not
3 thousands, of members in the Class, (ii) these members are geographically dispersed throughout
4 Seattle, and (iii) these members are unable or reluctant to sue individually. The members of the
5 class are therefore so numerous that joinder of all members is impracticable. Moreover, the
6 disposition of the claims of the class in a single action will provide substantial benefits to all
7 parties and the Court.

8 58. Commonality: There are numerous questions of law and fact common to
9 Plaintiffs and members of the class. These questions include, but are not limited to, the
10 following:

- 11 a. Whether the RRIO program violates article I, § 7 of the Washington Constitution;
- 12 b. Whether RCW 59.18.125 violates article I, § 7 of the Washington Constitution;
- 13 c. Whether the City has, or will employ, a policy, practice, or custom of conducting
14 warrantless inspections of the rental homes and apartments of tenants who do not
15 consent to such an inspection;
- 16 d. Whether this Court should enter an order enjoining the City from conducting
17 such warrantless inspections and declare the RRIO and RCW 59.18.125 to be
18 unconstitutional on their face;

19 59. Typicality: Plaintiffs' claims are typical of the claims of the class. Plaintiffs'
20 claims, like the claims of any members of the class, arise out of the same policies and conduct
21 by Defendants and are based on the same legal and remedial theories.

22 60. Adequacy: Plaintiffs will fairly and adequately protect the interests of the class.

1 Plaintiffs have retained competent and capable attorneys with experience in both class action
2 litigation and challenging warrantless inspection programs across the country. Counsel have
3 already obtained and reviewed thousands of documents regarding the RRIO from the City
4 pursuant to Washington’s Public Records Act and have devoted substantial hours to researching
5 the issues in this case. Plaintiffs and their counsel are committed to prosecuting this action
6 vigorously on behalf of the class and have the financial resources to do so. Neither Plaintiffs nor
7 their counsel have interests that are contrary to, or that conflict with, those of the proposed class.

8 61. Appropriateness of Declaratory and Injunctive Relief: Defendants have acted and
9 will act on grounds generally applicable to the class, thereby making final injunctive and
10 declaratory relief appropriate with respect to the class as a whole. Prosecution of separate action
11 by individual members of the class would create the risk of inconsistent or varying adjudications
12 with respect to the individual members of the class that would establish incompatible standards
13 of conduct for Defendants.

14 62. This Case Presents a Continuing or Recurring Controversy: This suit concerns
15 whether a municipality’s search of a rental home or apartment without consent and without a
16 warrant is consistent with the Washington Constitution. As such, it presents a matter of
17 substantial public interest and resolution of the issue is essential in guiding the conduct of public
18 officials.

19 V. CAUSES OF ACTION

20 **First Claim for Relief: Action to Enjoin Warrantless Rental Inspections** 21 **Pursuant to the RRIO on Behalf of Plaintiffs and All Others Similarly Situated**

22 63. Plaintiffs repeat and reallege paragraphs 1 through 62 as if fully set forth herein.

64. Plaintiffs request entry of a permanent injunction enjoining the City from

1 conducting warrantless rental inspections pursuant to the RRIO using municipal personnel or
2 private inspectors acting as agents of the municipality.

3 65. If the City conducts rental inspections pursuant to the RRIO without consent or a
4 warrant, Plaintiffs will suffer immediate and irreparable harm. Plaintiffs have no plain,
5 complete, speedy, and adequate legal, administrative, or other remedy by which to prevent or
6 minimize the continuing irreparable harm to their constitutional rights. Plaintiffs and members
7 of the class are therefore entitled to a permanent injunction prohibiting the City from violating
8 article I, § 7 of the Washington Constitution using the RRIO, as well as such other and further
9 relief as may follow from entry of such injunctive relief.

10 **Second Claim for Relief: Declaratory Judgment Regarding the Constitutionality of the**
11 **RRIO on Behalf of Plaintiffs and All Others Similarly Situated**

12 66. Plaintiffs repeat and reallege paragraphs 1 through 65 as if fully set forth herein.

13 67. The City conducts warrantless rental inspections without the consent of tenants
14 pursuant to the RRIO. The City therefore violates Plaintiffs' rights under article I, § 7 of the
15 Washington Constitution.

16 68. For reasons including, but not limited to, those stated in this Complaint, an actual
17 dispute exists between Plaintiffs and the City within this Court's jurisdiction as to Plaintiffs'
18 constitutional rights. Absent a declaration of Plaintiffs' constitutional rights, the City will
19 continue to violate the constitutional rights of Plaintiffs and members of the class. Therefore,
20 Plaintiffs are entitled to a declaration that the RRIO violates article I, § 7 of the Washington
21 Constitution and that enforcement of the RRIO constitutes an unconstitutional expenditure of
22 public funds, as well as such other and further relief as may follow from entry of such a
declaratory judgment.

1 **Third Claim for Relief: Action to Enjoin Warrantless Rental Inspections Pursuant to**
2 **RCW 59.18.125 on Behalf of Plaintiffs and All Others Similarly Situated**

3 69. Plaintiffs repeat and reallege paragraphs 1 through 68 as if fully set forth herein.

4 70. Plaintiffs request entry of a permanent injunction enjoining the City from
5 conducting warrantless rental inspections pursuant to RCW 59.18.125 using municipal
6 personnel or private inspectors acting as agents of the municipality.

7 71. If the City conducts rental inspections pursuant to RCW 59.18.125 without
8 consent or a warrant, Plaintiffs will suffer immediate and irreparable harm. Plaintiffs have no
9 plain, complete, speedy, and adequate legal, administrative, or other remedy by which to
10 prevent or minimize the continuing irreparable harm to their constitutional rights. Plaintiffs and
11 members of the class are therefore entitled to a permanent injunction prohibiting the City from
12 violating article I, § 7 of the Washington Constitution using RCW 59.18.125, as well as such
13 other and further relief as may follow from entry of such injunctive relief.

14 **Fourth Claim for Relief: Declaratory Judgment Regarding the Constitutionality of**
15 **RCW 59.18.125 on Behalf of Plaintiffs and All Others Similarly Situated**

16 72. Plaintiffs repeat and reallege paragraphs 1 through 71 as if fully set forth herein.

17 73. Through RCW 59.18.125, the State of Washington authorizes the City to conduct
18 warrantless rental inspections without the consent of tenants. Such warrantless rental inspections
19 are unconstitutional under article I, § 7 of the Washington Constitution.

20 74. For reasons including, but not limited to, those stated in this Complaint, an actual
21 dispute exists between Plaintiffs and the State of Washington within this Court's jurisdiction as
22 to Plaintiffs' constitutional rights. Absent a declaration of Plaintiffs' constitutional rights, the
State of Washington will violate the constitutional rights of Plaintiffs and members of the class.

1 Therefore, Plaintiffs are entitled to a declaration that RCW 59.18.125 violates article I, § 7 of
2 the Washington Constitution, as well as such other and further relief as may follow from entry
3 of such a declaratory judgment.

4
5 **REQUEST FOR RELIEF**

6 **WHEREFORE**, Plaintiffs respectfully request, on behalf of themselves and all
7 others similarly situated, that this Court:

- 8 1. Certify this case as a class action as defined above;
- 9 2. Appoint Plaintiffs as representatives of the certified class;
- 10 3. Appoint the Institute for Justice as counsel for the certified class;
- 11 4. Enter an order permanently enjoining the City from conducting warrantless rental
12 inspections pursuant to the RRIO or RCW 59.18.125;
- 13 5. Enter a declaratory judgment that the RRIO and RCW 59.18.125 violate article I,
14 § 7 of the Washington Constitution;
- 15 6. Award Plaintiffs attorneys' fees, costs, and expenses to the fullest extent allowed
16 by law and equity; and
- 17 7. Award Plaintiffs any other legal and equitable relief as this Court may deem
18 appropriate and just.

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Dated: December 4, 2018

By: s/ William R. Maurer
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**Pro hac vice motion to be filed*