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**STATE OF WASHINGTON
SPOKANE COUNTY SUPERIOR COURT**

STATE OF WASHINGTON, Plaintiff, v. GREYHOUND LINES, INC., Defendant.		CASE NO. 20-2-01236-32 CONSENT DECREE (Clerk’s Action Required)
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I. INTRODUCTION

1.1. The State of Washington (State), through its attorneys Robert W. Ferguson, Attorney General, and Lane M. Polozola and Yesica Hernandez, Assistant Attorneys General, filed this action against Defendant Greyhound Lines, Inc. (Greyhound) to enforce the Consumer Protection Act’s (CPA) prohibition against unfair or deceptive acts or practices in the conduct of any trade or commerce, RCW 19.86.020 and RCW 49.60.030(3), and the Washington Law Against Discrimination’s (WLAD) anti-discrimination protections in places of public accommodation, RCW 49.60.030(1)(b) and RCW 49.60.215.

1.2. Greyhound is a for-profit corporation that provides intercity bus transportation services throughout North America. Greyhound transacts business at various locations within and throughout the State of Washington, including at the Spokane Intermodal Center, a transit

1 hub and bus terminal, in which Greyhound leases space, located in downtown Spokane,
2 Washington, and within Spokane County, where Greyhound operates buses on a daily basis.

3 1.3. Greyhound engages in trade or commerce within the meaning of RCW
4 19.86.010(2).

5 1.4. Greyhound's buses and the bus terminals in Washington, where it operates, are
6 "place[s] of public resort, accommodation, assemblage, or amusement" within the meaning of
7 the WLAD, RCW 49.60.040(2).

8 1.5. As set forth in the State's Complaint, the State alleges that Greyhound violated
9 the CPA, RCW 19.86.020, by engaging in the following unfair and deceptive practices in the
10 course of operating a common carrier bus line in trade or commerce:

11 1.5.1. Allowing U.S. Customs and Border Protection (CBP) agents to conduct
12 warrantless and suspicionless immigration enforcement sweeps on
13 Greyhound buses and Greyhound's non-public bus station property; and

14 1.5.2. Making false and deceptive statements regarding, and failing to
15 adequately notify or warn prospective and actual passengers of,
16 Greyhound's role in facilitating CBP's warrantless and suspicionless
17 immigration enforcement sweeps, that those sweeps were an expected
18 occurrence at Greyhound's bus terminals and on Greyhound buses, and
19 that those sweeps would likely cause interferences with passenger travel
20 and place passengers at risk; and

21 1.5.3. Promising to provide "safe," "reliable," and "dependable" bus service to
22 customers, and violating that promise by granting CBP agents permission
23 to access non-public areas of its bus stations and/or board its buses for the
24 purpose of conducting warrantless and suspicionless immigration
25 enforcement sweeps, and failing to warn customers of likely immigration
26 enforcement sweeps before sale of a ticket or boarding of a bus; and

1 1.5.4. Violating its non-discrimination policies when Greyhound granted CBP
2 agents permission to access non-public areas of its bus stations and/or
3 board its buses for the purpose of conducting warrantless and
4 suspicionless immigration enforcement sweeps and failed to warn
5 customers of the risk of being subject to those sweeps despite knowing
6 that Greyhound's actions resulted in certain passengers being targeted
7 based on their race, color, and/or national origin.

8 1.6. The State further alleges that Greyhound violated the WLAD, RCW
9 49.60.030(1)(b) and RCW 49.60.215, and the CPA, RCW 49.60.030(3), by knowingly allowing
10 CBP agents to board its buses and engage in warrantless and suspicionless questioning, searches,
11 and/or arrests of passengers on the basis of their race, color, and/or national origin.

12 1.7. Greyhound denies the State's allegations.

13 1.8. The parties agree on a basis for settlement of the State's allegations via the entry
14 of this Consent Decree without the need for further proceedings to determine any issue of law
15 or fact. This Consent Decree shall not at any time be considered as an admission of liability or
16 responsibility on the part of Greyhound.

17 1.9. Greyhound agrees that it will not oppose entry of this Consent Decree on the
18 ground that it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby
19 waives any objection based thereon.

20 1.10. Greyhound waives any right it may have to appeal from this Consent Decree.

21 **NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as**
22 **follows:**

23 **II. INJUNCTIONS**

24 2.1 The injunctive provisions of this Consent Decree shall apply to Greyhound and
25 its successors, assigns, transferees, officers, agents, servants, employees, representatives, and all
26 other persons in active concert or participation with Greyhound.

1 2.2 Greyhound shall immediately inform all successors, assigns, transferees, officers,
2 agents, servants, employees, representatives, and all other persons in active concert or
3 participation with Greyhound of the terms and conditions of this Consent Decree.

4 2.3 Greyhound shall be enjoined and restrained from engaging in the following acts
5 or practices in the State of Washington:

6 2.3.1 Greyhound shall not engage in unfair or deceptive practices by voluntarily
7 allowing the U.S. Department of Homeland Security (DHS) and its sub-
8 agencies, CBP and Immigration and Customs Enforcement (ICE), to
9 board Greyhound's buses or access Greyhound's non-public property for
10 the purpose of conducting warrantless and suspicionless law enforcement
11 activity, including immigration enforcement sweeps, while failing to fully
12 and fairly inform potential customers and passengers that it does so,
13 failing to warn its passengers of the likelihood that immigration
14 enforcement activity will occur on its buses, and/or failing to notify
15 customers of the delays and risks associated with that enforcement
16 activity;

17 2.3.2 Greyhound shall not place or cause to be placed misleading or deceptive
18 advertisements or statements to the general public related to DHS, CBP
19 and ICE law enforcement activity, including immigration enforcement
20 sweeps, on Greyhound buses or in non-public areas of Greyhound's bus
21 terminals; and

22 2.3.3 Greyhound shall not discriminate against customers or passengers on the
23 basis of race, color, and/or national origin.

24 2.4 Greyhound shall, within thirty (30) days of entry of this Consent Decree,
25 implement a policy (Policy on Warrantless Bus Searches) that clarifies that Greyhound does not,
26 and its employees and/or agents shall not, provide consent or permission for DHS, CBP and ICE

1 law enforcement agents to board its buses or access its non-public property for law enforcement
2 purposes without a judicially enforceable warrant. The Policy on Warrantless Bus Searches shall
3 require that any warrant(s), request(s), or demand(s) for access by law enforcement to
4 Greyhound or its employees or agents be presented in writing or, if made verbally, documented
5 in writing by the Greyhound employee or agent receiving the request(s) or demand(s), with a
6 copy retained by the Greyhound employee or agent to whom it is presented. The Policy on
7 Warrantless Bus Searches shall require that a complete copy of any such warrant(s), request(s),
8 or demand(s) for access shall be transmitted by the Greyhound employee or agent to whom the
9 warrant(s), request(s), and/or demand(s) is presented within one (1) day to Greyhound's legal
10 department or another individual designated by Greyhound to respond to such requests in the
11 State of Washington.

12 2.4.1 The Policy on Warrantless Bus Searches shall be submitted to the State
13 for review and approval at least twenty-one (21) days prior to
14 implementation.

15 2.4.2 Once implemented, the Policy on Warrantless Bus Searches shall be
16 posted publicly, at minimum in English and Spanish, on Greyhound's
17 website and made available in hard copy, at minimum in English and
18 Spanish, at any location where Greyhound tickets are sold by an in-person
19 ticket agent in the State of Washington.

20 2.5 Greyhound shall, within thirty (30) days of entry of this Consent Decree,
21 implement a procedure for maintaining records of all warrants or other requests or demands for
22 access to buses or non-public property presented to Greyhound in the State of Washington by
23 DHS, CBP or ICE law enforcement agents and shall implement a system for requiring and
24 maintaining documentation of any instance in which DHS, CBP or ICE boards its buses or
25 accesses its non-public property for purposes of conducting law enforcement activity. For any
26 instance in which law enforcement agents or officers board Greyhound's buses or access its non-

1 public property, documentation must reflect the date and time of boarding and/or access of
2 Greyhound's non-public property, whether consent was provided to the law enforcement agent
3 for entry onto the bus or to access Greyhound's non-public property, and the identity and title of
4 the individual granting or denying consent in the State of Washington.

5 2.6 Greyhound shall create and provide training regarding the Policy on Warrantless
6 Bus Searches to: 1) all corporate officers; 2) all managers that supervise any individual located
7 in the State of Washington, and 3) all employees and agents, including drivers, who work on
8 buses or at Greyhound's bus terminals, supervise any individual who does so, or who has
9 responsibility for communicating with law enforcement in the State of Washington. The content
10 of the training provided by Greyhound regarding the Policy on Warrantless Bus Searches shall
11 be in writing and Greyhound shall record and maintain records of the date(s), location(s),
12 trainer(s), and attendees at each training. Training shall occur annually and the first training shall
13 occur within sixty (60) days of entry of this Consent Decree. Training shall also be provided to
14 any new officers, managers, or employees and agents described above, within fourteen (14) days
15 of that individual's date of hire or retention. The written content of the training shall be provided
16 to the State at least twenty-one (21) days prior to implementation for review and approval.

17 2.7 Greyhound shall, within thirty (30) days of entry of this Consent Decree, provide
18 clear notice on its buses operating regularly in the State of Washington, visible to individuals
19 entering the bus, that pursuant to its Policy on Warrantless Bus Searches, Greyhound does not
20 consent to DHS, CBP or ICE law enforcement agents boarding its buses or entering its non-
21 public property at bus stations for purposes of conducting warrantless and/or suspicionless law
22 enforcement activity. To achieve notice, Greyhound shall create placards for its drivers and/or
23 employees and agents to provide to law enforcement agents that seek to board its buses or access
24 its non-public property. The placards shall contain language that clearly communicates that
25 Greyhound, pursuant to its Policy on Warrantless Bus Searches, does not consent to agents
26 boarding its buses or accessing its non-public property for purposes of conducting warrantless

1 law enforcement activity. Greyhound shall also create stickers containing the same message and
2 place said stickers on its buses, on or near the front passenger door, in a location that is plainly
3 visible to individuals entering the bus. The language to be used for notice under this Section shall
4 be provided to the State for review and approval at least twenty-one (21) days prior to
5 implementation.

6 2.8 Greyhound shall, within thirty (30) days of entry of this Consent Decree, provide
7 notice to customers at the point of sale, at minimum in English and Spanish, including web-
8 based or “App” sales, telephone sales, and at any physical location where in-person tickets are
9 sold in the State of Washington. The notice shall contain language informing customers that bus
10 immigration sweeps and searches by DHS agents, including CBP and/or ICE agents, have
11 occurred in the past and may interfere with travel schedules and passenger experiences at
12 Greyhound’s bus terminals and/or on its buses. For tickets sold via Greyhound’s website or App,
13 a notice shall be provided for purchasers to view and accept before a transaction can be
14 completed. The form of notice, and its placement (for telephone sales, website and App), shall
15 be provided to the State for review and approval at least twenty-one (21) days prior to
16 implementation.

17 2.9 Greyhound shall, within thirty (30) days of entry of this Consent Decree,
18 implement a complaint procedure by which passengers are notified of and provided the
19 opportunity to submit complaints to Greyhound regarding the presence of DHS, CBP or ICE law
20 enforcement agents on Greyhound’s buses or at Greyhound’s bus stations. Greyhound’s
21 procedure shall include a mechanism for passengers to call a 24/7 telephone hotline to submit
22 safety or civil rights complaints and notice of the hotline telephone number at the point of sale
23 online, by telephone, at physical sales locations in the State of Washington, and on Greyhound’s
24 website and app. Greyhound shall also ensure that passengers in the State of Washington are
25 provided the opportunity to complete and submit physical complaint forms in each instance in
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1 | which law enforcement agents board its buses and/or conduct law enforcement activity at its bus
2 | terminals in the State of Washington.

3 | 2.10 Greyhound shall issue a public statement, at minimum in English and Spanish, a
4 | copy of which shall be displayed prominently on Greyhound's website(s) and communicated to,
5 | at minimum, DHS Headquarters, the CBP Spokane Sector, and the City of Spokane as property
6 | owner of the Spokane Intermodal Center, clarifying that Greyhound and/or its agents do not
7 | consent for DHS, CBP or ICE law enforcement agents to board its buses or access Greyhound's
8 | non-public property at bus stations or terminals for the purpose of conducting warrantless and
9 | suspicionless law enforcement activity. Greyhound shall issue said public statement and
10 | communication within thirty (30) days of entry of this Consent Decree.

11 | 2.11 Greyhound shall provide a copy of this Consent Decree and the Policy on
12 | Warrantless Bus Searches as part of the training required under Section 2.6.

13 | **III. RECORD KEEPING AND REPORTING**

14 | 3.1 For a period of five (5) years following the entry of this Consent Decree,
15 | Greyhound shall preserve all records related to its obligations under this Consent Decree in a
16 | centralized location, including all documents, whether in paper or electronic form, that relate to
17 | the following:

18 | 3.1.1 The Policy on Warrantless Bus Searches, any written policies or
19 | procedures that incorporate the terms of the Policy on Warrantless Bus
20 | Searches, and any changes or modifications thereto, together with the
21 | effective date(s) of those changes;

22 | 3.1.2 The written training materials used by Greyhound regarding the Policy on
23 | Warrantless Bus Searches, together with the date(s), location(s),
24 | trainer(s), and attendees at each training;

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- 3.1.3 Records of all warrants and/or requests by DHS, CBP or ICE law enforcement to access Greyhound’s buses and/or non-public areas of its bus terminals in the State of Washington;
- 3.1.4 Records of any written or oral complaint to or against Greyhound involving the presence of DHS, CBP, and/or ICE agents at Greyhound’s bus stations or on board Greyhound’s buses in the State of Washington; and
- 3.1.5 All incident reports involving, and video recordings or other evidence reflecting, every instance in which DHS, CBP or ICE agents boarded Greyhound’s buses or accessed Greyhound’s non-public property at its bus terminals in the State of Washington for purposes of conducting immigration sweeps.

3.2 For a period of three (3) years following entry of this Consent Decree, Greyhound shall provide the State with:

- 3.2.1 Bi-annual Compliance Reports, on the six-month and yearly anniversaries each year of the entry of this Consent Decree, which shall (i) identify and describe any and all changes to the Policy on Warrantless Bus Searches or policies and procedures implementing the terms of the same; (ii) provide a copy of the training materials used and records of attendance for all trainings held pursuant to Section 2.6; and (iii) contain a summary of any incidents of DHS, CBP, or ICE agents boarding Greyhound’s buses or accessing non-public areas of Greyhound’s bus terminals or stations in the State of Washington, including the number of such incidents, the nature of such incidents, and whether any such incidents occurred based on Greyhound’s permission or consent for DHS, CBP or ICE agents to board its buses or access its non-public property.

1 3.2.2 Records of any complaint related to the presence of DHS, CBP or ICE
2 agents on board Greyhound's buses and/or at Greyhound's bus terminals
3 in the State of Washington. Greyhound shall provide any written
4 complaint to the State within thirty (30) days of its receipt. Greyhound
5 shall further provide the State all information the State reasonably
6 requests concerning such complaints, including information regarding
7 any investigation or resolution of such complaints.

8 3.3 To assure compliance with the terms of this Consent Decree, representatives of
9 the State shall be permitted to inspect and copy all records maintained by Greyhound, consistent
10 with Greyhound's obligations under this Consent Decree, interview or depose Greyhound and
11 its officers, managers, employees, and/or agents (Greyhound may have a representative and/or
12 legal counsel present during any interview or deposition), to propound written discovery on
13 Greyhound, and to enforce this Consent Decree through any other lawful means.

14 3.4 Greyhound shall notify the State at least thirty (30) days prior to any change in
15 control of Greyhound that would change the identity of the corporate entity responsible for
16 compliance obligations arising under this Consent Decree, including but not limited to
17 dissolution, assignment, sale, merger, or other action that would result in the emergence of a
18 successor corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that
19 engages in any acts or practices subject to this order.

20 IV. PAYMENT

21 4.1 Greyhound shall transfer \$2,200,000 to the Attorney General. This money shall
22 be referred to as the "Settlement Fund," and will be used for restitution, equitable relief for
23 persons aggrieved by Greyhound's conduct, recovery of fees and costs incurred by counsel for
24 the State in investigating and prosecuting this action, future monitoring and enforcement of this
25 Consent Decree, the costs of administering the Settlement Fund, and any lawful purpose in the
26 discharge of the Attorney General's duties at the sole discretion of the Attorney General. The

1 | \$2,200,000 transfer by Greyhound represents the entire monetary payment by Greyhound for the
2 | Settlement Fund. The Attorney General may not seek, and Greyhound need not pay, any
3 | additional amounts. The Attorney General will have responsibility for any claims administration,
4 | and Greyhound will have no responsibility for claims administration or administration of the
5 | Settlement Fund in any manner. In the event a consumer who may have received restitution
6 | pursuant to this Consent Decree independently takes legal action against Greyhound or otherwise
7 | makes a legal demand against Greyhound, Greyhound may request confirmation from the
8 | Attorney General’s Office whether such consumer received restitution, and the Attorney
9 | General’s Office shall provide that information.

10 | 4.2 The Settlement Fund shall be paid within fourteen (14) calendar days following
11 | the entry of this Consent Decree.

12 | 4.3 The payment shall be made by a valid check, made payable to the “Attorney
13 | General—State of Washington,” and shall be delivered to the Office of the Attorney General,
14 | Attention: Lane M. Polozola, Civil Rights Division, 800 Fifth Avenue, Suite 2000, Seattle,
15 | Washington 98104-3188.

16 | 4.4 The AGO will make reasonable efforts to locate individuals who may be entitled
17 | to payment for restitution and/or equitable relief from the Settlement Fund. To assist the AGO
18 | with its efforts to locate individuals who may be entitled to payment from the Settlement Fund,
19 | Greyhound shall work with the Attorney General in good faith and produce, within 45 days of
20 | any request by the AGO, or within some other period of time as agreed to by the AGO, passenger
21 | information (if the AGO provides a passenger name), and/or passenger information for particular
22 | dates (not to exceed a reasonable number of particular dates) of travel to, from, or through
23 | Spokane, as necessary to assist the AGO in identifying and/or verifying Greyhound passengers
24 | who may be entitled to payment for restitution and/or equitable relief.

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1 **V. DURATION AND ENFORCEMENT**

2 5.1 This Consent Decree shall be in effect for a period of three (3) years from the date
3 of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce
4 its terms.

5 5.2 The State may move the Court to enforce the Consent Decree, or to extend its
6 duration in the event of noncompliance, whether intentional or not, with any of its terms, or if it
7 believes the interests of justice so require.

8 5.3 Violation of any of the terms of this Consent Decree shall constitute a violation
9 of an injunction for which civil penalties of up to \$25,000 per violation may be sought by the
10 State pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by law,
11 including the imposition by the Court of injunctions, restitution, civil penalties, and costs,
12 including reasonable attorneys' fees.

13 5.4 In the event the State believes there is a violation of the Consent Decree, prior to
14 moving the Court to enforce the Consent Decree, the State shall provide Greyhound with notice
15 and an opportunity to cure a violation within 15 days.

16 5.5 In the event the State moves the Court to enforce the Consent Decree, or to extend
17 its duration, as described above, the State shall provide Greyhound with notice of any such
18 motion and an opportunity to respond. Notwithstanding Paragraph 1.10, Greyhound does not
19 waive and retains the right to appeal any orders or judgments arising from any enforcement
20 proceedings related to this consent decree.

21 **VI. ADDITIONAL PROVISIONS**

22 6.1 Greyhound acknowledges and agrees that no other promises, representations, or
23 agreements of any nature have been made or entered into by the parties. The parties further
24 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
25 severable or divisible, except that if any provisions herein are found to be legally insufficient or
26 unenforceable, the remaining provisions shall continue in full force and effect.

1 6.2 Nothing in this Consent Decree shall be construed to limit or bar any other
2 governmental entity or person from pursuing other available remedies against Greyhound or any
3 other person.

4 6.3 The parties agree that, as of the date of the entry of this Consent Decree, litigation
5 is not “reasonably foreseeable” concerning the matters described above. To the extent that either
6 party previously implemented a litigation hold to preserve documents, electronically stored
7 information (ESI), or things related to the matters described above, the party is no longer required
8 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other
9 obligations imposed by this Consent Decree.

10 6.4 All communications related to this Consent Decree shall be directed to: Office of
11 the Attorney General, Attention: Spokane Intermodal Team, Civil Rights Division, 800 Fifth
12 Avenue, Suite 2000, Seattle, WA 98014-3188.

13 6.5 The Court’s entry of this Consent Decree shall operate to dismiss this case, with
14 prejudice, and Greyhound shall bear its own attorneys’ fees and costs, while the State’s
15 attorneys’ fees and costs are governed by Paragraph 4.1 of this Consent Decree. The parties
16 further agree that, within fifteen (15) days of entry of the Consent Decree, Greyhound shall file
17 a motion for dismissal, with prejudice, of its pending appeal before the U.S. Court of Appeals
18 for the Ninth Circuit, entitled *Greyhound Lines, Inc. v. State of Washington*, No. 20-35762, and
19 each party shall bear its own attorneys’ fees and costs related to that appeal.

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DATED this ____ day of _____ 2021.

Superior Court Judge

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