

WASHINGTON STATE HUMAN  
RIGHTS COMMISSION, presenting  
the case in support of the complaint  
filed by EDNA BURKE and  
BARBARA BURKE-GLASCOCK,

V.

Defendants.

**(Clerk's Action Required)**

**1.3.** The Commission and Merrill Gardens now agree to resolve the matters alleged

1 in the Complaint by entry of this Consent Decree and without the need for trial or adjudication  
2 of any issue of law or fact as it affects Merrill Gardens.

3       **1.4.** Merrill Gardens has no history of violations with the Commission. The  
4 Commission and Merrill Gardens agree this Consent Decree does not constitute evidence or an  
5 admission regarding the existence or non-existence of any issue, fact, or violation of any law  
6 alleged by the Commission, with the exception that Merrill Gardens admits those allegations in  
7 the Complaint necessary to the jurisdiction of this Court.

8       **1.5.** The Commission and Merrill Gardens affirm that this Consent Decree is entered  
9 into voluntarily and waive any right they may have to appeal from this Consent Decree or to  
10 otherwise contest the validity of this Consent Decree.

11       **Wherefore, it is ORDERED, ADJUDGED, and DECREED:**

12                               **II. INJUNCTIONS**

13       **2.1** The injunctive provisions of this Consent Decree shall apply to Merrill Gardens  
14 and their officers, agents, servants, employees, representatives, successors, assigns, and all other  
15 persons in active concert or participation with Merrill Gardens in Washington State.

16       **2.2** Merrill Gardens shall immediately inform all officers, agents, servants,  
17 employees, representatives, affiliated entities, and all other persons in active concert or  
18 participation with Merrill Gardens of the terms and conditions of this Consent Decree.

19       **2.3** Merrill Gardens shall be enjoined and restrained from the following acts and  
20 practices in Washington:

21               **2.3.1** Requiring residents, or prospective residents, to provide information  
22 about their medical health, disabilities, or services provided by  
23 caregivers—including submitting to a pre-admission nursing assessment,  
24 or providing a medical health statement or release of medical  
25 information—as a condition of being allowed to rent an independent  
26 living unit at a Merrill Gardens property; and

1                   **2.3.2** Refusing to rent independent living units to prospective residents because  
2                   they refuse to provide information about their medical health, disabilities,  
3                   or services provided by caregivers to Merrill Gardens.

4                   **2.4** Within fourteen (14) days of entry of the Consent Decree, Merrill Gardens shall  
5 submit its non-discrimination and reasonable accommodation policies, including any policies  
6 Merrill Gardens relied upon in making its determinations with respect to Ms. Burke, to the  
7 Commission's counsel for review to ensure they comply with the Washington Law Against  
8 Discrimination, RCW 49.60, and the federal Fair Housing Act, 42 U.S.C. §§ 3601-3631. The  
9 Commission's counsel will advise Merrill Gardens of any changes necessary to bring its policies  
10 into compliance with the fair housing laws, and Merrill Gardens shall make any such changes.

11                  **2.5** Within fourteen (14) days of entry of the Consent Decree, Merrill Gardens shall post  
12 Fair Housing posters provided by the Commission in all rental offices, staff break rooms, libraries,  
13 game rooms, and main resident activity room of its Washington properties. The Fair Housing  
14 posters will be provided electronically to Merrill Gardens so that Merrill Gardens may replace any  
15 posters that may become worn, damaged, or that otherwise require replacement. Within twenty-one  
16 (21) days of entry of the Consent Decree, Merrill Gardens shall provide digital photographs  
17 evidencing each poster posted at each Washington property, and the locations at which they were  
18 posted.

19                  **2.6** Within one hundred fifty (150) days from the date of entry of this Consent Decree,  
20 all General Managers, Community Relations Directors, Health and Wellness Directors, and  
21 business office, sales and reception staff working at Merrill Gardens' Washington locations shall  
22 undergo live fair housing training, whether in-person or via remote presentations, including  
23 coverage of disability discrimination and reasonable accommodations, and an opportunity for  
24 questions and answers. The training shall be conducted by an independent, qualified third party,  
25 approved in advance by the Office of the Attorney General. Merrill Gardens shall obtain  
26 confirmation of attendance for each individual who receives training including the date, name of

1 the course, length of the course, name of the instructor, and name of the individual who completed  
2 the course. Copies of these certificates, in the form of **Appendix A**, shall be submitted to the Office  
3 of the Attorney General. Merrill Gardens shall bear any expenses associated with this training.

### 4 **III. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS**

5 **3.1** For a period of three (3) years following entry of this Consent Decree, Merrill  
6 Gardens shall preserve all records related to its obligations under this Consent Decree in a  
7 centralized location, including all documents, whether in paper or electronic form, that relate to  
8 the following:

9 **3.1.1** Advertising and marketing materials concerning independent living at all  
10 Merrill Gardens properties in Washington;

11 **3.1.2** All policies, procedures, and documents reflecting any requirements to  
12 reside in an independent living unit at Merrill Gardens' Washington  
13 properties, specifically, and Merrill Gardens' non-discrimination and  
14 reasonable accommodation policies generally;

15 **3.1.3** Records of any contacts and communications with prospective residents  
16 about the requirements to reside in an independent living unit at Merrill  
17 Gardens' Washington properties;

18 **3.1.4** All records of the training required by this Consent Decree, and  
19 photographs depicting the location and placement of Fair Housing posters  
20 required by this Consent Decree;

21 **3.1.5** Any written complaints received by Merrill Gardens from any current or  
22 prospective Washington resident regarding disability discrimination or  
23 failure to reasonably accommodate a disability.

24 **3.2** For a period of three (3) years following entry of this Consent Decree, Merrill  
25 Gardens agrees to, no later than seven (7) days after occurrence, provide to the Attorney  
26 General notification and documentation of any complaint made by a current or prospective

1 independent living resident of its Washington properties alleging disability discrimination or  
2 failure to reasonably accommodate a disability. The notification shall include the full details of  
3 the complaint, including the complainant's name, address, and telephone number. If the  
4 complaint is written, Merrill Gardens shall provide a copy of the written complaint with the  
5 notification. Upon the Attorney General's request, Merrill Gardens shall also provide, within  
6 fourteen (14) days of the request, all information concerning any such complaint and the  
7 substance of any resolution of such complaint.

8       **3.3** Within one hundred and five (105) days after entry of this Consent Decree,  
9 Merrill Gardens shall provide proof of completion of the required fair housing training, including  
10 a list of all Merrill Gardens employees in Washington and completed verification forms as  
11 specified in **Appendix A**.

12       **3.4** Upon reasonable notice to Merrill Gardens's counsel, representatives of the  
13 Office of the Attorney General may seek to monitor compliance with this Consent Decree, and  
14 Merrill Gardens agrees to cooperate with all reasonable requests to do so.

#### 15                                   **IV. PAYMENT**

16       **4.1** Pursuant to RCW 49.60.225 and RCW 49.60.340(4), Merrill Gardens shall pay  
17 \$25,000 in full settlement of all claims by Edna Burke and Barbara Burke-Glascock arising out of  
18 the events alleged in the Complaint, known and unknown, including all claims by the estate, heirs,  
19 or statutory beneficiaries of Edna Burke, who is deceased.

20       **4.2** Merrill Gardens shall make the \$25,000 payment by certified check or cashier's  
21 check, made payable to Barbara Burke-Glascock.

22       **4.3** The check described under Paragraph 5.2 shall be delivered to Patricio A. Marquez,  
23 Assistant Attorney General, Office of the Attorney General, Civil Rights Division, 800 5th Avenue,  
24 Suite 2000, Seattle, Washington 98104-3188, within fourteen (14) days of entry of this Consent  
25 Decree by the Court.

26       **4.4** Failure by Merrill Gardens to make the payment required by this Consent Decree

1 within the time prescribed shall constitute a material breach of this Consent Decree.

## 2 **V. ENFORCEMENT**

3 **5.1** The undersigned parties agree that the Court shall retain jurisdiction over this  
4 Consent Decree to enforce its terms.

5 **5.2** If, after fourteen (14) days' written notice to Merrill Gardens, and an opportunity  
6 to be heard at an evidentiary hearing, the Court finds by a preponderance of the evidence that  
7 Merrill Gardens has violated a material condition of the Consent Decree, the Commission may  
8 seek imposition of additional conditions, damages, injunctive relief, or such other remedies as  
9 the Court may deem appropriate.

10 **5.3** In any successful action to enforce this Consent Decree against Merrill Gardens,  
11 Merrill Gardens shall bear the Commission's reasonable costs, including attorneys' fees.

## 12 **VI. ADDITIONAL PROVISIONS**

13 **6.1** Merrill Gardens acknowledges and agrees that no other promises,  
14 representations, or agreements of any nature have been made or entered into by the parties. The  
15 parties further acknowledge that this Consent Decree constitutes a single and entire agreement  
16 that is not severable or divisible, except that if any provisions herein are found to be legally  
17 insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

18 **6.2** All communications related to this Consent Decree shall be directed to: Civil  
19 Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA  
20 98104.

21 **6.3** The parties agree that, as of the date of the entry of this Consent Decree, litigation  
22 is not "reasonably foreseeable" concerning the matters described above. To the extent that either  
23 party previously implemented a litigation hold to preserve documents, electronically stored  
24 information (ESI), or things related to the matters described above, the party is no longer required  
25 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other  
26 obligations imposed by this Consent Decree.



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## **EMPLOYEE TRAINING ACKNOWLEDGMENT**

I received \_\_\_\_\_ minutes of in-person fair housing training. The training instructor(s) was/were: \_\_\_\_\_.

Date \_\_\_\_\_



King County Superior Court  
Judicial Electronic Signature Page

Case Number: 20-2-17798-9  
Case Title: WASHINGTON STATE HUMAN RIGHTS COMMISSION vs  
MERRILL GARDENS ET ANO  
Document Title: Order

Signed By: Julia Garratt  
Date: May 25, 2021



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Judge: Julia Garratt

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 0ED347AFF77B6EFFB6BC68D5558D92E854D97EDC  
Certificate effective date: 7/16/2018 2:42:30 PM  
Certificate expiry date: 7/16/2023 2:42:30 PM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Julia Garrett:  
/CGDBwvS5hGiQdv2AFk6yQ=="