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7		DEFODE THE ADMINISTRA	
8	BEFORE THE ADMINISTRATIVE LAW JUDGE FOR A HUMAN RIGHTS COMMISSION HEARING		
9		NGTON STATE HUMAN	WSHRC Case No. 31HD-0225-17-8 OAH
10	case in su	COMMISSION, presenting the apport of the complaint filed by	Docket No. 03-2020-HRC-00006
11	CONI S.	OAKES, Complainant,	CONSENT DECREE
12	v.	-	
13			
14		S M. STIGER, in his individual and doing business as STIGER LS,	
15		Respondents.	
16		I. JUDGME	NT SUMMARY
17 18	1.1	Judgment Creditor:	Washington State Human Rights Commission
19	1.2	Judgment Debtor:	Thomas M. Stiger
20	1.3	Total Judgment:	\$12,500 in general damages
21	1.4	Post Judgment Interest Rate:	12% per annum
22	1.5	Attorney for Judgment Creditor:	Yesica Hernandez
23			Assistant Attorney General
24			NERAL
25	2.1	Plaintiff Washington State Huma	an Rights Commission (Commission) filed an
26	Amended Co	implaint on March 27, 2020, against	Respondent Thomas M. Stiger, in his individual

1	capacity and doing business as Stiger Rentals (Stiger), to enforce the Washington Law Agains	
2	Discrimination, RCW 49.60.030(1)(c) and 49.60.222(2)(b).	
3	2.2 Respondent Stiger accepted service of process and entered an appearance on March	
4	27, 2020.	
5	2.3 The Commission and Stiger now agree to resolve the matters alleged in the	
6	Amended Complaint by entry of this Consent Decree and without the need for hearing or	
7	adjudication of any issue of law or fact as it affects Stiger.	
8	2.4 The Commission and Stiger agree this Consent Decree does not constitute	
9	evidence or an admission regarding the existence or non-existence of any issue, fact, or violation	
10	of any law alleged by the Commission, with the exception that Stiger admits those allegations in	
11	the Amended Complaint necessary to the jurisdiction of this Court.	
12	2.5 The Commission and Stiger affirm that this Consent Decree is entered into	
13	voluntarily and waive any right they may have to appeal from this Consent Decree or to	
14	otherwise contest the validity of this Consent Decree.	
15	Wherefore, it is ORDERED, ADJUDGED, and DECREED:	
16	III. INJUNCTION	
17	3.1 Stiger, his agents, managers, employees, representatives, successors, assigns, and	
18	all other persons in active concert or participation with him, are enjoined with respect to the	
19	rental of dwellings from:	
20	3.1.1 Refusing to make reasonable accommodation(s) in rules, policies	
21	practices, or services when such accommodation(s) may be necessary to afford a person	
22	with a disability equal opportunity to use and enjoy a dwelling.	
23	3.1.2 The undersigned parties agree that, pursuant to WAC 162-08-298(10), the	
24	Court shall retain jurisdiction over this Consent Decree for a period of two (2) years to	
25	enforce its terms.	
26		

3.2 The provisions of Paragraph 3.1 shall apply to all properties owned, marketed, or managed by Stiger, including all dwellings in which Stiger has or acquires a direct or indirect ownership, management, or other financial interest.

IV. NON-DISCRIMINATION AND REASONABLE ACCOMMODATION POLICIES

- 4.1 Upon entry of this Consent Decree, Stiger shall implement the Nondiscrimination and Reasonable Accommodation Policies appearing at **Appendix A**. The Nondiscrimination and Reasonable Accommodation Policies shall apply to all properties covered by paragraph 3.2 of this Consent Decree, and Stiger shall provide all rental applicants with a copy of the Nondiscrimination and Reasonable Accommodation Policies appearing at **Appendix A**.
- 4.2 Within fourteen (14) days of entry of this Consent Decree, Stiger shall distribute the Nondiscrimination and Reasonable Accommodation Policies to each of his current tenants. Individuals who become tenants after Stiger's initial distribution of the Nondiscrimination and Reasonable Accommodation Policies shall receive the Nondiscrimination and Reasonable Accommodation Policies from Stiger at the time the lease agreement is signed.
- 4.3 Within fourteen (14) days of entry of this Consent Decree, Stiger shall post notices in his rental office(s) indicating compliance with the Washington State Law Against Discrimination, RCW 49.60.010–.515, and the Federal Fair Housing Act, 42 U.S.C. §§ 3601–3631, including non-discrimination against, and reasonable accommodation of, tenants with disabilities. Stiger shall provide a copy of all notices posted to Assistant Attorney General Yesica Hernandez within twenty-one (21) days of entry of this Consent Decree.
- 4.4 Within fourteen (14) days of entry of this Consent Decree, Stiger shall include the following sentence in the rental application(s) and the rental agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We do not discriminate in any term, condition, or privilege of rental on the basis of race, color, religion, national

CONSENT DECREE

origin, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability.

4.5 Within fourteen (14) days of entry of this Consent Decree, Stiger agrees to provide his tenant, Coni S. Oakes, with a minimum of two weeks' notice before they use any chemical or chemical-containing product at the Terrace Park Apartments. Such notice shall include the safety data sheet for the product(s) or, if one does not exist, other comparable documentation or written disclosure from the manufacturer or seller that identifies the product(s)' ingredients. Ms. Oakes shall have this two-week notice period to suggest the use of an alternative product if she is concerned about the proposed product's effect on her multiple chemical sensitivity, and Stiger shall engage in good faith in this interactive process with Ms. Oakes prior to the use of any chemical or chemical-containing product at the Terrace Park Apartments.

V. TRAINING

- 5.1 Within fourteen (14) days of entry of this Consent Decree, Stiger shall provide a copy of the Consent Decree and Nondiscrimination and Reasonable Accommodation Policies, to their agents, managers, employees, and representatives. Stiger shall secure a signed statement from each agent, manager, employee, or representative acknowledging that they have received and read the Consent Decree and Nondiscrimination and Reasonable Accommodation Policies, and agree to abide by the relevant provisions of the Consent Decree and Nondiscrimination and Reasonable Accommodation Policies. This statement shall be in the form of **Appendix B.**
- 5.2 Within fourteen (14) days after each new agent, manager, employee, or representative becomes involved in marketing, showing, renting, or managing units for Stiger, Stiger shall provide a copy of the Consent Decree and Nondiscrimination and Reasonable Accommodation Policies to each such agent, manager, employee, or representative and secure a signed statement from each agent, manager, employee, or representative acknowledging that they

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1 have received and read the Consent Decree and Nondiscrimination and Reasonable
2 Accommodation Policies, and agree to abide by the relevant provisions of these documents. This
3 statement shall be in the form of **Appendix B**.

5.3 Stiger attended an in-person fair housing training on May 8, 2019. Within ninety (90) days from the date of entry of this Consent Decree, Stiger, his agents, managers, employees, and representatives shall view the webinar videos titled "Processing Common Reasonable Accommodation Requests" and "Disability under Fair Housing Laws," which can be found on the website for the Fair Housing Center of Washington at the following links: https://fhcwashington.org/event/webinar-processing-common-reasonable-accommodation-requests/ and https://fhcwashington.org/event/webinar-processing-common-reasonable-accommodation-requests/ and https://fhcwashington.org/event/webinar-disability-under-fair-housing-laws/. Stiger shall obtain confirmation, in the form of https://fhcwashington.org/event/webinar-videos. Stiger shall bear any expenses associated with this training.

VI. COMPLIANCE TESTING

6.1 The Attorney General may take steps to monitor Stiger's compliance with this Consent Decree including, but not limited to, conducting fair housing tests at location(s) at which he and/or his agents conduct marketing, rental, or property management activities.

VII. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS

- 7.1 Stiger shall, no later than fourteen (14) days after occurrence, provide to the Attorney General notification and documentation of the following events:
- 7.1.1 Proof of notification of the Consent Decree and Nondiscrimination and Reasonable Accommodation Policies, including executed copies of **Appendix B**, and a list of the names and addresses for all tenants to whom the Nondiscrimination and Reasonable Accommodation Policies was provided;

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7.1.2 Confirmation, in the form of **Appendix C**, that Stiger, his agents, managers, employees, and representatives viewed the entirety of the fair housing webinar videos required by Paragraph 5.3 of this Consent Decree; and

7.1.3 Any written or oral complaint against Stiger or his agents, managers, employees, or representatives regarding discrimination in housing. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. If the complaint is written, Stiger shall provide a copy of the written complaint with the notification. Upon the Attorney General's request, Stiger shall also provide, within fourteen (14) days of the request, all information concerning any such complaint and the substance of any resolution of such complaint.

7.2 Upon reasonable notice to counsel for Stiger, representatives of the Office of the Attorney General shall be permitted to access, inspect, and/or copy all business records or documents under control of Stiger and depose any agent, manager, employee, or representative of Stiger in order to monitor compliance with this Consent Decree.

VIII. PAYMENT

- 8.1 Pursuant to RCW 49.60.250(5), RCW 49.60.225, and WAC 162-08-298, Stiger shall pay \$12,500 in full settlement of all claims by Coni S. Oakes arising out of the events alleged in the Amended Complaint.
- 8.2 Stiger shall pay the \$12,500 payment by certified check or cashier's check, made payable to Coni S. Oakes.
- 8.3 The check described under Paragraph 8.2 shall be delivered to Yesica Hernandez, Assistant Attorney General, Office of the Attorney General, Civil Rights Division, 800 5th Avenue, Suite 2000, Seattle, Washington 98104-3188. The \$12,500 payment shall be delivered to the Attorney General's Office within fourteen (14) days after this Consent Decree is entered by an Administrative Law Judge.

- 8.4 Failure by Stiger to make the payment required by this Consent Decree within the time prescribed shall constitute a material breach of this Consent Decree.
- 8.5 The judgment referenced in Paragraphs 1.3 and 8.1 above is a debt, as defined by 11 U.S.C. § 523(a), that is not amenable to discharge in bankruptcy, and Stiger shall not seek to discharge any part of this debt in bankruptcy court or elsewhere, nor oppose its being determined non-dischargeable in bankruptcy court or elsewhere.
- 8.6 Stiger further agrees that payments made or due pursuant to this Consent Decree are not preferential transfers of assets, and he shall not make or support arguments to the contrary in bankruptcy court or elsewhere.

IX. ENFORCEMENT

- 9.1 The undersigned parties agree that, pursuant to WAC 162-08-298(10), the Court shall retain jurisdiction over this Consent Decree for a period of two (2) years to enforce its terms.
- 9.2 If, after notice to Stiger and an opportunity to be heard at an evidentiary hearing, the Court finds by a preponderance of the evidence that Stiger has violated a material condition of the Consent Decree, the Commission may seek imposition of additional conditions, damages, injunctive relief, or such other remedies as the Court may deem appropriate.
- 9.3 In any successful action to enforce this Consent Decree against Stiger, Stiger shall bear the Commission's reasonable costs, including attorneys' fees.

X. ADDITIONAL PROVISIONS

10.1 The Commission and Stiger agree that, as of the date of the entry of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, the party is no longer required to maintain such litigation hold, except to the extent such materials are

1	necessary to comply with this Consent Decree.	Nothing in this paragraph relieves either party of
2	any other obligations imposed by this Consent	Decree.
3	10.2 This Consent Decree resolves a	all claims the Commission may have under the
4	Washington Law Against Discrimination, RC	W 49.60, against Stiger arising out of the facts
5	described in the Amended Complaint filed in the	his action, except that Stiger's failure to comply
6	with this Consent Decree shall permit the Com	mission to take such further action against them
7	as provided in this Consent Decree, or otherwis	e allowed by law.
8		
9	Approved on this <u>21st</u> day of	April, 2020.
10		Melle
11		Micah Larripa
12		Administrative Law Judge
13	Presented by:	Agreed to and approved for entry by:
14	ROBERT W. FERGUSON	
15	Attorney General	Λ // Δ
16	Y A	offing C Wilks
17	YESICA HERNANDEZ, WSBA #48399 Civil Rights Division	JEFFREY C. WISHKO Anderson Hunter Law Firm
18	Office of the Attorney General	2707 Colby Avenue #101 Everett, WA 98201
19	800 Fifth Avenue, Suite 2000 Seattle, WA 98104	(425) 252-5161
20	(206) 516-2999 Yesica.Hernandez@atg.wa.gov	jwishko@andersonhunterlaw.com
21	Attorney for Washington State Human Rights	Attorney for Respondent Thomas M. Stiger, in
22	Commission	his individual capacity and doing business as
23		Stiger Rentals
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NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICIES 2 Nondiscrimination Policy: It is the policy of Thomas M. Stiger dba Stiger Rentals (Stiger) and 3 his management staff to comply with the Washington Law Against Discrimination by ensuring that rental housing is available to all persons without regard to race, color, religion, national 4 origin, sex, sexual orientation, marital status, familial status, honorably discharged veteran or 5 military status, or disability. This policy means that, among other things, Stiger will not choose tenants, set lease terms, use rental policies, evict tenants, or make other decisions about tenants 6 or prospective tenants based on the characteristics listed in the preceding sentence. This policy applies to Stiger's agent(s), manager(s), employee(s), and representative(s), and any agent, 7 manager, employee, or representative who fails to comply with this policy will be subject to 8 appropriate disciplinary action. 9 **Reasonable Accommodation Policy:** It is the policy of Stiger to provide reasonable accommodation(s) to applicants and tenants who have disabilities. Under the Washington Law 10 Against Discrimination (WLAD), a disability means the presence of a sensory, mental, or physical impairment that: 11 12 Is medically cognizable or diagnosable; or Exists as a record or history; or 13 Is perceived to exist, whether or not it exists in fact. 14 Under the WLAD, a disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated. 15 16 Stiger will promptly consider any request for a reasonable accommodation; engage in an interactive dialogue with the requester, in good faith, concerning the request; and notify the 17 requester, in writing, whether the request is (1) granted; (2) denied; or (3) a different, but reasonable, accommodation is offered that affords the requester full and equal use and 18 enjoyment of the dwelling. Stiger will explain the reason(s) for any denial or offer of a 19 different accommodation than requested. If Stiger denies the request, or offers a different accommodation than requested, the written notice will provide the person requesting the 20 accommodation(s) with an opportunity to provide more information for Stiger to consider in further evaluating the request. All provisions of this policy, including the confidentiality 21 provision below, apply to Stiger's agent(s), manager(s), employee(s), or representative(s), and any agent, manager, employee, or representative who fails to comply with this policy will be 22 subject to appropriate disciplinary action. 23 Any person who requests an accommodation under this Policy shall not be subjected to adverse 24 treatment or retaliation because they made a reasonable accommodation request.

APPENDIX A

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1 2	Confidentiality: All information provided by an applicant or tenant in requesting a reasonable accommodation will be kept confidential and only be used to help provide the person who
3	requests a reasonable accommodation an equal opportunity to enjoy housing.
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5	Any action taken by an agent, manager, employee, or representative that results in unequal service to, treatment of, or behavior toward tenants or applicants on the basis of race, color,
6	federal fair housing laws. Any applicant or tenant who believes that any of the above policies have been violated may contact the Washington Attorney General's office toll-free at (844)
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8	323-3864 or the Washington State Human Rights Commission at (800) 233-3247.
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1	APPENDIX B
2	ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE AND NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICIES
3	I acknowledge that on, 20, I was provided copies of the Consent
4	Decree entered by the Court in Washington State Human Rights Commission ex rel. Coni S.
5	Oakes v. Stiger, Docket No. 03-2020-HRC-00006 (Office of Administrative Hearings), and the Nondiscrimination and Reasonable Accommodation Policies adopted by Thomas M. Stiger
6	dba Stiger Rentals. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with
7	those responsibilities.
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10	Signature
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12	Print Name
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14	Job Title/Position
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16	Date
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1	APPENDIX C EARD HOUSING TRAINING A CKNOWLEDGMENT		
2	FAIR HOUSING TRAINING ACKNOWLEDGMENT		
3	I declare, under penalty of perjury, that on, 20, I viewed the entirety of the "Processing Common Reasonable Accommodation Requests" and "Disability under Fair		
4	Housing Laws" webinar videos, which can be found on the website for the Fair Housing Center of Washington at the following links: https://fhcwashington.org/event/webinar-processing-common-reasonable-accommodation-requests/ and https://fhcwashington.org/event/webinar-processing-common-reasonable-accommodation-requests/		
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6	<u>disability-under-fair-housing-laws/.</u>		
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CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 03-2020-HRC-00006

I certify that true copies of this document were served from Tacoma, Washington via Consolidated Mail Services upon the following as indicated:

Stiger Rentals c/o Thomas Stiger 4848 W Glenhaven Dr Everett, WA 98203 Respondent	 ☑ First Class Mail ☐ Certified Mail, Return Receipt ☐ Campus Mail ☐ Facsimile ☐ E-mail:
Thomas M. Stiger 4848 W Glenhaven Dr Everett, WA 98203 <i>Respondent</i>	 ☑ First Class Mail ☐ Certified Mail, Return Receipt ☐ Campus Mail ☐ Facsimile ☐ E-mail:
Jeffrey Wishko Anderson Hunter Law Firm, PS 2707 Colby Ave Ste 1001 Everett, WA 98201 Respondent Representative	 ☑ First Class Mail ☐ Certified Mail, Return Receipt ☐ Campus Mail ☐ Facsimile ☑ E-mail: jwishko@andersonhunterlaw.com
Yesica Hernandez, AAG Office of the Attorney General MS: TB-14 800 5th Ave Ste 2000 Seattle, WA 98104 Agency Representative	 □ First Class Mail □ Certified Mail, Return Receipt ☒ Campus Mail □ Facsimile ☒ E-mail: yesica.hernandez@atg.wa.gov caiti.hall@atg.wa.gov
Coni Oakes 725 E 5 th St #12 Arlington, WA 98223 <i>Intervenor</i>	 ☑ First Class Mail ☐ Certified Mail, Return Receipt ☐ Campus Mail ☐ Facsimile ☐ E-mail:

Date: Wednesday, April 22, 2020

OFFICE OF ADMINISTRATIVE HEARINGS

Nathan Robinson Legal Assistant 3

Note Zanin