

Order approved and electronically signed December 13 2021 2:49 PM

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Pierce County Clerk

The Honorable Judge Rumbaugh

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY**

WASHINGTON STATE HUMAN
RIGHTS COMMISSION, presenting
the case in support of the complaint
filed by JODI MARKS-COOK,

Plaintiff,

v.

CEDARS MM, LLC, and SHELTER
PROPERTY MANAGEMENT, LLC

Defendants.

NO. 21-2-08654-5

CONSENT DECREE

Clerk's Action Required

I. JUDGMENT SUMMARY

- | | | |
|-----|---------------------------------|--|
| 1.1 | Judgment Creditor: | Washington State Human Rights Commission |
| 1.2 | Judgment Debtor: | Cedars MM, LLC, and Shelter Property Management, LLC |
| 1.3 | Total Judgment: | \$4,000 in general damages |
| 1.4 | Post Judgment Interest Rate: | 12% per annum. |
| 1.5 | Attorney for Judgment Creditor: | Emily C. Nelson
Assistant Attorney General |

II. INTRODUCTION

2.1 Plaintiff Washington State Human Rights Commission (Commission), filed a Complaint on December 9, 2021, against Defendants Cedars MM, LLC, and Shelter Property

1 Management, LLC (collectively, Cedars), to enforce RCW 49.60.222(1)(g) and
2 RCW 49.60.222(2)(b).

3 2.2 The Commission and Cedars now agree to resolve the matters alleged in the
4 Complaint by entry of this Consent Decree and without the need for trial or adjudication of any
5 issue of law or fact as it affects Cedars.

6 2.3 The Commission and Cedars agree this Consent Decree does not constitute
7 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation
8 of any law alleged by the Commission, with the exception that Cedars admits those allegations
9 in the Complaint necessary to the jurisdiction of this Court.

10 2.4 The Commission and Cedars affirm that this Consent Decree is entered into
11 voluntarily and waive any right they may have to appeal from this Consent Decree or to
12 otherwise contest the validity of this Consent Decree.

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

14 **III. INJUNCTIONS**

15 3.1 The injunctive provisions of this Consent Decree shall apply to Cedars and its
16 officers, agents, servants, employees, representatives, successors, assigns, and all other persons
17 in active concert or participation with Cedars.

18 3.2 Cedars shall immediately inform all officers, agents, servants, employees,
19 representatives, affiliated entities, and all other persons in active concert or participation with
20 Cedars of the terms and conditions of this Consent Decree.

21 3.3 Cedars shall be enjoined and restrained from the following acts and practices:

22 3.3.1 Refusing to make reasonable accommodation(s) in rules, policies,
23 practices, or services when such accommodation(s) may be necessary to afford a person
24 with a disability equal opportunity to use and enjoy a dwelling; and

25 3.3.2 Making, printing, or publishing a notice, statement, or advertisement that
26 indicates a preference, limitation, or discrimination based on disability.

1 3.4 Cedars shall limit dissemination of Jodi Marks-Cook's personal and medical
2 information to only those individuals involved in the reasonable accommodation determination
3 process.

4 3.5 Upon entry of this Consent Decree, Cedars will provide Jodi Marks-Cook with a
5 permanent parking space in front of her manufactured home, located in space #1 of Cedars
6 Mobile Manor, that will meet her disability-related needs, as depicted in **Appendix A**.
7 Jodi Marks-Cook agrees that she will park in the parking space depicted in **Appendix A**, and
8 will **abide** by all other rules and regulations of Cedars Mobile Manor, in particular those
9 regarding visitor parking.

10 3.6 Upon entry of this Consent Decree, Cedars will discontinue any limitations on
11 Jodi Marks-Cook's ability to communicate with Cedars staff via regular channels allowed to
12 other residents and agrees she may communicate with Cedars management and staff via mobile
13 text message and/or email. Cedars management and staff will make every reasonable effort to
14 respond to communications from Jodi Marks-Cook within 48 hours of receipt. The parties agree
15 to interact in a civil and concise manner.

16 3.7 Upon entry of this Consent Decree, Cedars shall implement the
17 Nondiscrimination and Reasonable Accommodation Policy appearing at **Appendix B**. The
18 Nondiscrimination and Reasonable Accommodation Policy shall apply to all of Cedars's rental
19 properties.

20 3.8 Within fourteen (14) days of entry of this Consent Decree, Cedars shall provide
21 copies of the Nondiscrimination and Reasonable Accommodation Policy to new and current
22 tenants.

23 3.9 Within fourteen (14) days of entry of the Consent Decree, Cedars shall attach
24 notices to the applications for manufactured home space rental that state as follows:
25
26

1 **We do not discriminate in any term, condition, or privilege of rental on**
2 **the basis of race, color, religion, national origin, citizenship or**
3 **immigration status, sex, sexual orientation, marital status, familial**
4 **status, honorably discharged veteran or military status, disability, or**
5 **use of a service or emotional support animal.**

6 3.10 Within ninety (90) days of entry of this Consent Decree, all Cedars management
7 and staff involved in leasing, property management, and the processing of reasonable
8 accommodation requests, shall undergo a minimum of two hours of fair housing training
9 (in-person or remote). The training shall be conducted by an independent, qualified third party,
10 approved in advance by the Office of the Attorney General. Cedars shall obtain confirmation of
11 attendance including the date, name of the course, length of the course, and name of the
12 instructor. A copy of this certificate, in the form of **Appendix C**, shall be submitted to the Office
13 of the Attorney General. Cedars shall bear any expenses associated with this training.

14 **IV. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS**

15 4.1 For a period of three (3) years following entry of this Consent Decree, Cedars shall
16 preserve all records related to its obligations under this Consent Decree in a centralized location,
17 including all documents, whether in paper or electronic form, that relate to the following:

18 4.1.1 All policies, procedures, and documents relating to Cedars's
19 non-discrimination and reasonable accommodation policies;

20 4.1.2 Records of any contacts and communications with current and/or
21 prospective tenants regarding Cedars's non-discrimination and reasonable
22 accommodation policies;

23 4.1.3 All records of the training required by this Consent Decree, and
24 photocopies of the application notice required by this Consent Decree;

25 4.1.4 Any written complaints received by Cedars from any current or
26

1 prospective tenant regarding disability discrimination or failure to reasonably
2 accommodate a disability.

3 4.2 For a period of three (3) years following entry of this Consent Decree, Cedars
4 agrees to, no later than seven (7) days after occurrence, provide to the Attorney General
5 notification and documentation of any complaint made by a current or prospective tenant of
6 Cedars Mobile Manor alleging disability discrimination or failure to reasonably accommodate a
7 disability. The notification shall include the full details of the complaint, including the
8 complainant's name, address, and telephone number. If the complaint is written, Cedars shall
9 provide a copy of the written complaint with the notification. Upon the Attorney General's
10 request, Cedars shall also provide, within fourteen (14) days of the request, all information
11 concerning any such complaint and the substance of any resolution of such complaint.

12 4.3 Within ninety (90) days after entry of this Consent Decree, Cedars shall provide
13 proof of completion of the required fair housing training, using a completed verification form as
14 specified in **Appendix B**.

15 4.4 Upon reasonable notice to Cedars, representatives of the Office of the Attorney
16 General may seek to monitor compliance with this Consent Decree, and Cedars agrees to
17 cooperate with all reasonable requests to do so.

18 **V. PAYMENT**

19 5.1 Pursuant to RCW 49.60.225 and RCW 49.60.340(4), Cedars shall pay \$4,000 in full
20 settlement of all claims by Jodi Marks-Cook arising out of the events alleged in the Complaint.

21 5.2 Cedars shall pay the \$4,000 payment by certified check or cashier's check, made
22 payable to Jodi Marks-Cook.

23 5.3 The check described under Paragraph 5.2 shall be delivered to Emily C. Nelson,
24 Assistant Attorney General, Office of the Attorney General, Civil Rights Division, 800 5th Avenue,
25 Suite 2000, Seattle, Washington 98104-3188. The \$4,000 payment shall be delivered to the
26

1 Attorney General's Office within fourteen (14) days after this Consent Decree is entered by the
2 Court.

3 5.4 Failure by Cedars to make the payment required by this Consent Decree within the
4 time prescribed shall constitute a material breach of this Consent Decree.

5 5.5 The judgment referenced in Paragraphs 1.3 and 5.1 above is a debt as defined by
6 11 U.S.C. § 523(a). Cedars shall not seek to discharge any part of this debt or penalty in
7 bankruptcy, nor oppose its being determined non-dischargeable in bankruptcy.

8 VI. ENFORCEMENT

9 6.1 The undersigned parties agree that the Court shall retain jurisdiction over this
10 Consent Decree to enforce its terms.

11 6.2 If, after fourteen (14) days' written notice to Cedars, and an opportunity to be
12 heard at an evidentiary hearing, the Court finds by a preponderance of the evidence that Cedars
13 has violated a material condition of the Consent Decree, the Commission may seek imposition
14 of additional conditions, penalties, damages, injunctive relief, or such other remedies as the
15 Court may deem appropriate.

16 6.3 In any successful action to enforce this Consent Decree against Cedars, Cedars
17 shall bear the Commission's reasonable costs, including attorney fees.

18 VII. ADDITIONAL PROVISIONS

19 7.1 Cedars acknowledges and agrees that no other promises, representations, or
20 agreements of any nature have been made or entered into by the parties. The parties further
21 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
22 severable or divisible, except that if any provisions herein are found to be legally insufficient or
23 unenforceable, the remaining provisions shall continue in full force and effect.

24 7.2 All communications related to this Consent Decree shall be directed to: Civil
25 Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle,
26 WA 98104.

Hand-drawn site plan of a parking area. A vertical line on the left is labeled "VISITOR PARKING". To its right is a "Large Boulder" area. Further right is a rectangular structure with dimensions: 87' (vertical), 42' (horizontal), 15' (vertical), 9' (horizontal), 9' (horizontal), and 9' (vertical). To the right of this structure is a "shed" and a "9' x 23' CAR PORT". Below the main structure is a rectangular "Parking Area for Space #1 - Jodi Marks-Cook".

APPENDIX B
NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICY

Nondiscrimination Policy: It is the policy of Cedars Mobile Manor 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 origin, citizenship or immigration status, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, disability, or use of a service or emotional support animal. This policy means that, among other things, Cedars Mobile Manor and all of its agents, managers, employees, or representatives with the responsibility for showing, renting, or managing any housing units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants.

Reasonable Accommodation Policy: It is the policy of Cedars Mobile Manor to provide reasonable accommodation(s) to applicants and tenants who have disabilities. Under the Washington Law Against Discrimination (WLAD), a disability means the presence of a sensory, mental, or physical impairment that:

- Is medically cognizable or diagnosable; or
- Exists as a record or history; or
- Is perceived to exist, whether or not it exists in fact.

Under the WLAD, a disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated.

Cedars Mobile Manor 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 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 enjoyment of the dwelling, explaining the reason(s) for any denial or offer of a different accommodation than requested. If Cedars Mobile Manor denies the request, or offers a different accommodation than requested, the written notice will provide the person requesting the accommodation(s) with an opportunity to provide more information for Cedars Mobile Manor to consider in further evaluating the request. All provisions of this policy, including the procedure and confidentiality provisions below, apply to Cedars Mobile Manor's agent(s), manager(s), employee(s), or representative(s).

Any person who requests an accommodation under this Policy shall not be subjected to adverse treatment or retaliation because they made a reasonable accommodation request.

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 requests a reasonable accommodation an equal opportunity to enjoy housing.

1 Any agent, manager, employee, or representative who fails to comply with this
2 Nondiscrimination and Reasonable Accommodation Policy will be subject to appropriate
3 disciplinary action. Any action taken by an agent, manager, employee, or representative that
4 results in unequal service to, treatment of, or behavior toward tenants or applicants on the basis
5 of race, color, religion, national origin, citizenship or immigration status, sex, sexual orientation,
6 marital status, familial status, honorably discharged veteran or military status, disability, or use
7 of a service or emotional support animal, may constitute a violation of state and/or federal fair
housing laws. Any tenant or applicant who believes that any of the above policies have been
violated may contact the Washington Attorney General's office toll-free at (844) 323-3864 or
the Washington State Human Rights Commission at (800) 233-3247.

APPENDIX C

FAIR HOUSING TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, I
received _____ minutes of in-person fair housing training. The training instructor(s)
was/were: _____.

Signature

Print Name

Date

Case: HUMAN RIGHTS COMMISSION VS CEDARS MM LLC
Cause Number: 21-2-08654-5
Filing ID: 56402767
Signed: December 13 2021 02:49 PM

This order has been reviewed, approved, and electronically signed.



Craig S Adams, Pierce County Commissioners