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**FILED** 10 Pages  
APR 19 2022

*Tracey M. Stagle*  
**YAKIMA COUNTY CLERK**

**STATE OF WASHINGTON  
YAKIMA COUNTY SUPERIOR COURT**

WASHINGTON STATE HUMAN  
RIGHTS COMMISSION,

Plaintiff,

v.

ELVIA GOMEZ LOPEZ,

Defendant.

No. 20-2-00232-39

CONSENT DECREE

**I. INTRODUCTION**

1.1. Plaintiff Washington State Human Rights Commission (Commission) filed a Complaint on January 21, 2020, against Defendant Elvia Gomez Lopez, to enforce the Washington Law Against Discrimination, RCW 49.60.030(1)(c) and RCW 49.60.222(1)(a).

1.2. Defendant owns and operates approximately six (6) properties in Yakima County, Washington, including the property at issue located at 1423 S. 18<sup>th</sup> Street, Yakima, WA ("the property").

1.3. The Commission and Defendant now agree to resolve the matters alleged in the Complaint by entry of this Consent Decree and without the need for a trial on its merits. All communications related to this Consent Decree may be directed to: Civil Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA 98104.

CONSENT DECREE

1

ATTORNEY GENERAL OF WASHINGTON  
Civil Rights Division  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 464-7744

1 1.4. The Commission and Defendant agree this Consent Decree does not constitute  
2 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation  
3 of any law alleged by the Commission, with the exception that Defendant admits those  
4 allegations in the Complaint necessary to the jurisdiction of this Court.

5 1.5. The Commission and Defendant affirm that this Consent Decree is entered into  
6 voluntarily and waive any right they may have to appeal from this Consent Decree or to  
7 otherwise contest the validity of this Consent Decree.

8 **Wherefore, it is ORDERED, ADJUDGED, and DECREED**

9 **II. INJUNCTION**

10 2.1. Defendant and her agents, managers, employees, representatives, successors,  
11 assigns, and all other persons in active concert or participation with Defendant, without any  
12 finding that any such actions have occurred, are permanently enjoined with respect to the rental  
13 of dwellings from:

14 2.1.1. Discriminating by refusing to engage in a real estate transaction with a  
15 person or persons because of their status as a family with children;

16 2.1.2. Discriminating against a person or persons in the terms, conditions, or  
17 privileges of a real estate transaction or in the furnishing of facilities or  
18 services because of their status as a family with children;

19 2.1.3. Discriminating in the rental of a property or otherwise making housing  
20 unavailable or denying a dwelling to a person or persons because of their  
21 status as a family with children;

22 2.1.4. Making statements to prospective tenants that indicate directly or  
23 indirectly an intent to make a limitation, specification, or discrimination  
24 with respect to real estate transactions based on their status as a family  
25 with children;  
26

1                   **III.     NONDISCRIMINATION TRAINING AND POLICY**

2           3.1.     Defendant will attend Fair Housing training, whether in-person or via remote  
3 presentation. The training shall be conducted by an independent, qualified third party, approved  
4 in advance by the Office of the Attorney General. Defendant shall obtain confirmation of  
5 attendance including the date, name of the course, length of the course, and name of the  
6 instructor. A copy of this certificate, in the form of **Appendix A**, shall be submitted to the Office  
7 of the Attorney General. Defendant shall bear any expenses associated with this training and  
8 provide proof of participation in this training within ninety (90) days of entry of the Consent  
9 Decree in Yakima County Superior Court;

10          3.2.     Upon entry of this Consent Decree, and following review and approval by the  
11 Commission's counsel, Defendant shall implement at all dwellings owned and/or managed by  
12 Defendant in the State of Washington, a written non-discrimination policy and procedure  
13 substantially in the form that is attached hereto as **Appendix B**, that complies with the  
14 Washington Law Against Discrimination, RCW 49.60, and the Federal Fair Housing Act,  
15 42 U.S.C. §§ 3601-3631, to the extent compliant policies and practices are not already in place;

16               3.2.1. Defendant shall provide a copy of the implemented policy to the Attorney  
17               General's Office within ninety (90) days of entry of the Consent Decree  
18               in Yakima County Superior court;

19               3.2.2. Defendant will provide new and current tenants with a copy of its non-  
20               discrimination policy within ninety (90) days of entry of the Consent  
21               Decree in Yakima County Superior Court;

22          3.3. Defendant will attach notices, in English and Spanish, to its rental agreements  
23               indicating compliance with the Washington Law Against Discrimination, RCW  
24               49.60 and the Federal Fair Housing Act, 42 U.S.C. §§ 3601-3631. The notice in  
25               English must state: "We do not discriminate in any term, condition, or privilege of  
26               rental on the basis of race, color, religion, national origin, citizenship or immigration

1 status, sex, sexual orientation, marital status, familial status, honorably discharged  
2 veteran or military status, disability, or use of a service or emotional support animal.”

3 The notice in Spanish must state: “Nosotros no discriminamos en cualquier termino,  
4 condición, o privilegio de alquiler por razón de raza, color, religión, origen nacional,  
5 estatus inmigratorio o de ciudadanía, sexo, orientación sexual, estado civil, estado  
6 familiar, estado de veterano con baja honorable del ejército, estado militar,  
7 discapacidad, o uso de un animal de servicio para discapacitados.”

#### 8 **IV. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS**

9 4.1. For a period of three (3) years following entry of this Consent Decree, Defendant  
10 shall preserve all records related to its obligations under this Consent Decree in a centralized  
11 location, including all documents, whether in paper or electronic form, that relate to the  
12 following:

13 4.1.1. All policies, procedures, and documents relating to Defendant’s non-  
14 discrimination policies;

15 4.1.2. Records of any contacts and communications with current and/or  
16 prospective tenants regarding Defendant’s non-discrimination policies;

17 4.1.3. All records of the training required by this Consent Decree, and  
18 photocopies of the application notice required by this Consent Decree;

19 4.1.4. Any written complaints received by Defendant from any current or  
20 prospective tenant regarding discrimination based on familial status;

21 4.2. For a period of three (3) years following entry of this Consent Decree, Defendant  
22 agrees to, no later than fourteen (14) days after occurrence, provide to the Attorney General  
23 notification and documentation of the following events:

24 4.2.1. Proof of notification of the Nondiscrimination Policy;

25 4.2.2. Proof of completion of the required fair housing training in the form of

26 **Appendix A; and**

4.2.3. Any written or oral complaint against Defendant, or her agents, managers, employees, or representatives involved in the rental, management, and/or creation or application of policies concerning rental dwellings, 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, Defendant shall provide a copy of the written complaint with the notification. Upon the Attorney General's request, Defendant 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.

4.3. Upon reasonable notice to counsel for Defendant, 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 Defendant and depose Defendant concerning rental dwellings of Defendant in order to monitor compliance with this Consent Decree. Defendant agrees to cooperate with all reasonable requests to do so.

## V. PAYMENT

5.1. Defendant shall pay the total sum of Eight thousand eight hundred dollars (\$8800.00) (the “settlement amount”).

5.1.1. The settlement amount shall be composed of a payment in the amount of Six thousand six hundred dollars (\$6600.00) (the “Schulz Amount”) for the purpose of compensating Traci Schulz, her estate, heirs, or statutory beneficiaries and in full settlement of all claims, known and unknown, arising out of the events alleged in the Amended Complaint;

5.1.2. The settlement amount shall also include a payment in the amount of Two thousand two hundred dollars (\$2200.00) (the “Sanchez Amount”) for the purpose of compensating Kelly Sanchez, her estate, heirs, or statutory

1 beneficiaries and in full settlement of all claims, known and unknown,  
2 arising out of the events alleged in the Amended Complaint, and;

3 5.2. Defendant shall pay the Schulz and Sanchez Amounts by certified check,  
4 cashier's check, or electronic transfer made payable to the respective individual complainant,  
5 with the payment due within twenty one (21) days of the entry of this Consent Decree. Payment  
6 by check or cashier's check shall be sent to Mitchell Riese, Civil Rights Division, Office of the  
7 Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA 98104. If payment is by electronic  
8 transfer, instructions for such transfer shall be provided to Defendant by the Office of the  
9 Attorney General. Proof of payment when made shall be provided to the Office of the Attorney  
10 General.

11 5.3. Failure to timely pay these funds shall be a material breach of this Consent Decree  
12 and the Commission may seek relief from the Court, if necessary.

#### 13 VI. ENFORCEMENT

14 6.1. The Court shall retain jurisdiction of this Consent Decree to enforce its terms.

15 6.2. The Commission may move the court at any time to enforce the Consent Decree  
16 in the event of material noncompliance with any of its terms, or if it believes the interests of  
17 justice so require. The Commission, in its sole discretion, may first endeavor, in good faith, to  
18 resolve informally any differences regarding interpretation of and compliance with this Consent  
19 Decree prior to bringing such matters to the Court for resolution.

20 6.3. Nothing shall prevent the Commission from seeking relief from this Court for  
21 alleged violations of this Consent Decree. The Court may impose any remedy authorized by law  
22 or equity, including the imposition by the Court of injunctions, civil penalties, and costs,  
23 including reasonable attorneys' fees incurred by the Commission in enforcing this Consent  
24 Decree.

25 6.4. This Consent Decree resolves all claims the Commission may have under the  
26 Washington Law Against Discrimination, RCW 49.60, against Defendant Elvia Gomez Lopez

1 arising out of the facts described in the Complaint filed in this action, except that Ms. Gomez  
2 Lopez's failure to comply with this Consent Decree shall permit the Commission to take such  
3 further action against her as provided in this Consent Decree, or otherwise allowed by law.

4 **VII. ADDITIONAL PROVISIONS**

5 7.1. The Order Setting Civil Case Schedule, and all related deadlines, are hereby  
6 vacated.

7 7.2. The Commission and Defendant agree that, as of the date of the entry of this  
8 Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described  
9 above. To the extent that either party previously implemented a litigation hold to preserve  
10 documents, electronically stored information, or things related to the matters described above,  
11 the party is no longer required to maintain such litigation hold, except to the extent such materials  
12 are necessary to comply with this Consent Decree. Nothing in this paragraph relieves either party  
13 of any other obligations imposed by this Consent Decree.

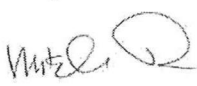
14  
15 Approved on this 19 day of April, 2022.


16  
17 SUSAN ARB  
COMM.  
18 ~~Judge~~

19 Presented by:

Agreed to and approved for entry by:

20 ROBERT W. FERGUSON  
21 Attorney General

22   
23 MITCHELL RIESE, WSBA #11947  
24 ALFREDO GONZALEZ BENITEZ, WSBA  
# 54364  
25 Assistant Attorneys General  
26 Wing Luke Civil Rights Division  
Office of the Attorney General

22   
23 ROB CASE, WSBA # 34313  
24 ROB CASE LAW FIRM, PLLC  
105 North 3<sup>rd</sup> Street  
25 P.O. Box 550  
Yakima, WA 98907  
26 (509) 457-1515

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800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 464-7744  
Mitchell.Riese@atg.wa.gov  
Alfredo.GonzalezBenitez@atg.wa.gov  
  
*Attorneys for Washington State Human  
Rights Commission*

(509) 457-1027 (fax)  
attorneyrobcase@outlook.com  
  
*Attorney for Defendant Elvia Gomez Lopez*



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APPENDIX A  
TRAINING ACKNOWLEDGMENT

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_ minutes of in-person fair housing training.

\_\_\_\_\_  
ELVIA GOMEZ LOPEZ

\_\_\_\_\_  
Job Title/Position

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APPENDIX B (Spanish translation)

**POLÍTICA DE NO DISCRIMINACIÓN**

*Política de no discriminación:* Es la política de Elvia Gomez Lopez cumplir con la Ley Contra La Discriminación de Washington, asegurando que sus viviendas en alquiler son disponibles a todas personas sin ninguna consideración hacia la raza, color, religión, origen nacional, sexo, orientación sexual, estado civil, estado familiar, estado de veterano con baja honorable del ejército, estado militar, o discapacidad. Esta política significa, que, entre otras cosas, Elvia Gomez Lopez no puede y no podrá elegir inquilinos, imponer condiciones, usar políticas de alquiler, desalojar inquilinos, o tomar otras decisiones tocantes a inquilinos actuales o pretendientes por razón de alguna característica enumerada en la oración anterior. Esta política también se aplica a los agentes, gerentes, empleados, y representantes de Elvia Gomez Lopez quienes participen en el alquilar, el manejo, y/o el desarrollo o aplicación de políticas tocante las viviendas en alquiler, y cualquier de esos agentes, gerentes, empleados, y representantes quien no cumpla con esta política será sujeto a las correspondientes medidas disciplinarias.

\*\*\*

Cualquier acción realizada por algún agente, gerente, empleado, o representante que resulte en algún servicio, trato, o comportamiento discriminatorio contra inquilinos o solicitantes por razón de su raza, color, religión, origen nacional, sexo, orientación sexual, estado civil, estado familiar, estado de veterano con baja honorable del ejército, estado militar, o discapacidad puede constituir una violación de las leyes estatales y/o federales para la equidad en la vivienda. Cualquier solicitante o inquilino quien crea que alguna de las políticas antemencionadas fue violada puede comunicarse con la Oficina del Procurador General del Estado de Washington por llamada gratuita al (844) 323-3864 o se puede comunicar con la Comisión de Derechos Humanos del Estado de Washington al (800) 233-3247.