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WHATCOM COUNTY  
WASHINGTON

**STATE OF WASHINGTON  
WHATCOM COUNTY SUPERIOR COURT**

WASHINGTON STATE HUMAN  
RIGHTS COMMISSION, presenting the  
case in support of the complaint filed by  
SARA ATTACK,

Plaintiff,

v.

PHYLLIS MCKEE and JONASSON-  
MCKEE, LLC,

Defendants,

NO. 22-2-01264-37

CONSENT DECREE

(Clerk's Action Required)

**I. INTRODUCTION**

1.1. Plaintiff Washington State Human Rights Commission (Commission) filed a Complaint on October 6, 2022, against Defendants Phyllis McKee and Jonasson-McKee, LLC (the McKee Defendants) to enforce the Washington Law Against Discrimination, RCW 49.60.030(1)(c), RCW 49.60.222(1)(b) and (2)(b), and RCW 49.60.2235.

1.2. The McKee Defendants own, manage, and operate Apartment 200 in a four-plex condominium property located at 825 Blueberry Lane, Bellingham, WA 98229-2866, referred to in this Consent Decree as "Blueberry Lane."

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

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

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

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

## **II. INJUNCTION**

2.1. The McKee Defendants, their owners, agents, managers, employees, representatives, successors, assigns, and all other persons in active concert or participation with them, are enjoined with respect to the rental of dwellings from:

2.1.1. Failing to provide reasonable accommodation of tenants with a disability, including those who request an emotional support animal;

2.1.2. Harassing or otherwise discriminating in the terms, conditions, or privileges of the rental of a dwelling because of disability, including the need for an emotional support animal, or because of retaliation;

2.1.3. Taking action to coerce, intimidate, threaten, or interfere with any person in the exercise of, or on account of having exercised or enjoyed, rights regarding leasing of apartment homes, including requesting reasonable accommodation of disability, requesting an emotional support animal, and making a complaint with the Commission; and

1                   2.1.4. Aiding, abetting, encouraging, or inciting the commission of an unfair or  
2                   discriminatory practice.

3                   **III. NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICY**

4                   3.1. Within fourteen (14) days of entry of this Consent Decree, and following review  
5                   and approval by the Commission's counsel, the McKee Defendants shall implement at Blueberry  
6                   Lane, and all dwellings owned and/or managed by the McKee Defendants in the State of  
7                   Washington, a non-discrimination and reasonable accommodation policy and procedure that  
8                   complies with the Washington Law Against Discrimination, RCW chapter 49.60, and the Federal  
9                   Fair Housing Act, 42 U.S.C. §§ 3601–31, to the extent compliant policies and practices are not  
10                  already in place. In particular, the McKee Defendants must implement policies and procedures  
11                  that address non-discrimination in the furnishing of housing, facilities and services, providing  
12                  reasonable accommodation of disabilities, responding to requests for emotional support animals,  
13                  as well as prohibitions against retaliation for making requests for accommodation of disabilities  
14                  or emotional support animals and bringing forth complaints. The parties agree that  
15                  implementation of the Nondiscrimination and Reasonable Accommodation Policy appearing at  
16                  **Appendix A** would satisfy the requirements of this paragraph.

17                  3.2. Within fourteen (14) days of entry of this Consent Decree, the McKee Defendants  
18                  shall distribute a copy of this Consent Decree and the Nondiscrimination and Reasonable  
19                  Accommodation Policy to all of their current owners, employees and agents at Blueberry Lane.  
20                  The McKee Defendants shall also provide a copy of the Consent Decree and the  
21                  Nondiscrimination and Reasonable Accommodation Policy to new owners, employees and  
22                  agents at Blueberry Lane at the start of their ownership, employment or agency. The McKee  
23                  Defendants shall secure a signed statement from each such person acknowledging that he or she  
24                  has received and read the Consent Decree and the Nondiscrimination and Reasonable  
25                  Accommodation Policy, and agrees to abide by the relevant provisions of the Consent Decree  
26

1 and the Nondiscrimination and Reasonable Accommodation Policy. This statement shall be in  
2 the form of **Appendix B** and be submitted to the Office of the Attorney General.

3 3.3. Within fourteen (14) days of entry of this Consent Decree, the McKee Defendants  
4 shall provide current tenants, and begin providing all new tenants, with a copy of the  
5 Nondiscrimination and Reasonable Accommodation Policy.

6 3.4. Within fourteen (14) days of entry of this Consent Decree, the McKee Defendants  
7 shall prominently post at any rental office that is used for rental of dwellings, one or more Fair  
8 Housing posters provided by the Commission, no smaller than ten (10) inches by fourteen (14)  
9 inches. The Fair Housing posters will be provided electronically to the McKee Defendants so that  
10 they may replace any posters that may become worn, damaged, or that otherwise require  
11 replacement.

12 3.5. Within fourteen (14) days of entry of this Consent Decree, the McKee Defendants  
13 shall include the following sentences in the rental application documents for dwelling units at  
14 Blueberry Lane in boldface type, using letters of equal or greater size to those of the text in the  
15 body of the document:

16 **We are committed to compliance with fair housing laws and do**  
17 **not engage in unlawful discrimination on the basis of race, color,**  
18 **religion, national origin, citizenship or immigration status, sex,**  
19 **sexual orientation, marital status, familial status, honorably**  
20 **discharged veteran or military status, source of income, or**  
21 **sensory, mental, or physical disability or use of a trained dog**  
22 **guide or service animal or emotional support animal by a person**  
23 **with a disability. We do not retaliate against any persons**  
**(including residents) who request disability accommodations or**  
**bring forth concerns/complaints regarding possible housing**  
**discrimination. We will promptly investigate such complaints**  
**brought to our attention and take corrective action if any unfair**  
**housing practices are found to exist.**

#### 24 IV. TRAINING

25 4.1. Within ninety (90) days from the date of entry of this Consent Decree, all  
26 Blueberry Lane employees, agents, and owners shall undergo live fair housing training, whether

1 in-person or via remote presentations, including coverage of non-discrimination in the furnishing  
2 of facilities and services, reasonable accommodation of tenants with disabilities, including the  
3 need for an emotional support animal, response to requests for reasonable accommodation of  
4 disability, requests for emotional support animals, and discrimination complaints, and  
5 prohibitions against retaliation for requesting reasonable accommodation of disabilities,  
6 requesting emotional support animals, and bringing forth complaints. The training shall be  
7 conducted by an independent, qualified third party, approved in advance by the Office of the  
8 Attorney General. The McKee Defendants shall obtain confirmation of attendance for each  
9 individual who receives training including the date, name of the course, length of the course,  
10 name of the instructor, and name of the individual who completed the course. Copies of these  
11 certificates, substantially in the form of **Appendix C**, shall be submitted to the Office of the  
12 Attorney General. The McKee Defendants shall bear any expenses associated with this training.

## 13 **V. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

14 5.1. For a period of three (3) years following entry of this Consent Decree, the McKee  
15 Defendants shall preserve all records related to their 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 5.1.1. All policies, procedures, and documents reflecting any requirements to  
19 reside at the McKee Defendants' Washington properties, generally, and the McKee  
20 Defendants' non-discrimination and reasonable accommodation policies, specifically;

21 5.1.2. Records of any contacts and communications with current or prospective  
22 tenants about disability accommodations, including requests concerning an emotional  
23 support animal, at the McKee Defendants' Washington properties;

24 5.1.3. All records of the training required by this Consent Decree, and  
25 photographs depicting the location and placement of Fair Housing posters required by  
26 this Consent Decree;

1           5.1.4. Any written complaints received by the McKee Defendants from any  
2           current or prospective Washington tenant regarding disability discrimination or failure  
3           to reasonably accommodate a disability.

4           5.2. For a period of three (3) years following entry of this Consent Decree, the McKee  
5           Defendants agree to, no later than seven (7) days after occurrence, provide to the Attorney General  
6           notification and documentation of any complaint made by a current or prospective tenant of their  
7           Washington properties, whether to the McKee Defendants or to any third party against the  
8           McKee Defendants, or their owners, agents or employees, regarding disability discrimination,  
9           failure to reasonably accommodate disability or approve request for an emotional support  
10          animal, and/or retaliation in housing at Blueberry Lane as well as any housing community in the  
11          state of Washington. In that event, the McKee Defendants shall provide a copy of the written  
12          complaint and the notification. Upon the Attorney General's request, the McKee Defendants  
13          shall also provide, within fourteen (14) days of the request, all non-privileged information  
14          concerning any such complaint and the substance of any resolution of such complaint.

15          5.3. Every six (6) months, for a period of three (3) years following entry of this  
16          Consent Decree, the McKee Defendants shall deliver to the Attorney General a report containing  
17          information regarding their compliance efforts during the reporting period, including but not  
18          limited to copies of Appendices B and C executed during the reporting period, to the extent not  
19          previously provided, and information in paragraph 5.2 received during the reporting period.

20          5.4. Within twenty-one (21) days of entry of this Consent Decree, the McKee  
21          Defendants shall provide to the Attorney General:

22               5.4.1. Executed copies of **Appendix B** by all owners, employees and agents at  
23               Blueberry Lane to whom the McKee Defendants distributed copies of this Consent  
24               Decree and the Nondiscrimination and Reasonable Accommodation Policy, and a list of  
25               the names and residential addresses for all tenants to whom the Nondiscrimination and  
26               Reasonable Accommodation Policy was provided;

5.4.2. Digital photographs evidencing each Fair Housing poster posted at each Washington property, and the locations at which they were posted.

5.5. Within one hundred and five (105) days after entry of this Consent Decree, the McKee Defendants shall provide proof of completion of the required fair housing training in the form of **Appendix C**.

5.6. The McKee Defendants shall, not later than fourteen (14) days after occurrence, provide to the Attorney General notification and documentation of any change to the rules or practices regarding the Nondiscrimination and Reasonable Accommodation Policy (**Appendix A**).

5.7. During the term of this Consent Decree, and upon reasonable notice to counsel for the the McKee Defendants, 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 the McKee Defendants and interview any principal, officer, director, agent, manager, employee, or representative of the McKee Defendants bearing on compliance with this Consent Decree.

## VI. PAYMENT

6.1. The McKee Defendants shall pay the total sum of Twenty-One Thousand Dollars (\$21,000.00) (the Settlement Amount) in full settlement of all claims by Sara Attack arising out of the events alleged in the Complaint, known or unknown.

6.2. The McKee Defendants shall pay the Settlement Amount by certified check or cashier's check made payable to Sara Attack. The check shall be delivered to Andrea Brenneke, Assistant Attorney General, Office of the Attorney General, Civil Rights Division, 800 5th Avenue, Suite 2000, Seattle, Washington 98104-3188, within fourteen (14) days of entry of this Consent Decree.

6.3. Failure by the McKee Defendants to make the payment required by this Consent Decree within the time prescribed shall constitute a material breach of this Consent Decree.

1 **VII. ENFORCEMENT**

2 7.1. The undersigned parties agree that the Court shall retain jurisdiction over this  
3 Consent Decree to enforce its terms.

4 7.2. The Commission may move the court at any time to enforce or extend the  
5 duration of the Consent Decree in the event of material noncompliance with any of its terms, or  
6 if it believes the interests of justice so require. The Court may impose any remedy authorized by  
7 law or equity, including the imposition by the Court of injunctions, civil penalties, and costs,  
8 including reasonable attorneys' fees.

9 **VIII. OTHER PROVISIONS**

10 8.1. The McKee Defendants acknowledges and agrees that no other promises,  
11 representations, or agreements of any nature have been made or entered into by the parties. The  
12 parties further acknowledge that this Consent Decree constitutes a single and entire agreement  
13 that is not severable or divisible, except that if any provisions herein are found to be legally  
14 insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

15 8.2. All communications related to this Consent Decree shall be directed to: Civil  
16 Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA  
17 98104.

18 8.3. The parties agree that, as of the date of the entry of this Consent Decree, litigation  
19 is not "reasonably foreseeable" concerning the matters described above. To the extent that either  
20 party previously implemented a litigation hold to preserve documents, electronically stored  
21 information (ESI), or things related to the matters described above, the party is no longer required  
22 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other  
23 obligations imposed by this Consent Decree.

24  
25 Approved this 16<sup>th</sup> day of December 2022.



  
THE HON. LEE GROCHMAL

Presented by:

ROBERT W. FERGUSON  
Attorney General

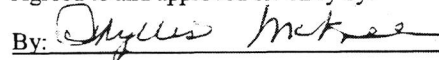


ANDREA BRENNEKE, WSBA #22027

Assistant Attorney General  
Wing Luke Civil Rights Division  
Office of the Attorney General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
(206) 233-3384  
Andrea.Brenneke@atg.wa.gov

*Attorney for Washington State Human Rights Commission*

Agreed to and approved for entry by:

By: 

Phyllis McKee, for herself and as Registered Agent of Jonasson-McKee, LLC  
827 Blueberry Lane, Suite 202  
Bellingham, WA 98229  
jonasson@aol.com

*Defendants*

**APPENDIX A**  
**NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICY**

***Nondiscrimination Policy:*** It is the policy of Blueberry Lane Apartments to comply with the Washington Law Against Discrimination by ensuring that rental housing is available to all persons without regard to race, creed, color, national origin, citizenship or immigration status, families with children status, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, source of income, or the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability. This policy means that, among other things, Blueberry Lane Apartments and their 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. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person based on any of the characteristics underlined above;
- B. Use different rental policies, lease terms, or other conditions of application or tenancy based on any of the characteristics underlined above;
- C. Provide different access to services and facilities based on any of the characteristics underlined above;
- D. Permit a hostile environment based on any of the characteristics underlined above;
- E. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on any of the characteristics underlined above;
- F. Represent to a person, based on any of the characteristics underlined above, that any dwelling is not available for inspection or rental when such dwelling is in fact available; or
- G. Retaliate against tenants for requesting disability accommodation or bringing forth concerns/complaints regarding possible housing discrimination.

This means that Blueberry Lane Apartments cannot and will not choose tenants, set lease terms, use rental policies, evict tenants, provide different access to services or facilities, knowingly allow a hostile environment, or make other decisions about tenants or prospective tenants based on the characteristics listed in the first paragraph above. This also means that Blueberry Lane Apartments encourages residents to inform management of any concerns or

1 complaints regarding possible housing discrimination. Management will promptly investigate  
2 and take corrective action as needed.

3 ***Reasonable Accommodation Policy:*** It is the policy of the Blueberry Lane Apartments  
4 to provide reasonable accommodation(s) to applicants and tenants who have disabilities. Under  
5 the Washington Law Against Discrimination (WLAD), a disability means the presence of a  
6 sensory, mental, or physical impairment that:

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

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

12 Blueberry Lane Apartments will promptly consider any request for a reasonable  
13 accommodation; engage in an interactive dialogue with the requester, in good faith, concerning  
14 the request; and notify the requester, in writing, whether the request is (1) granted, (2) denied,  
15 or (3) a different, but reasonable, accommodation is offered that affords the requester full and  
16 equal use and enjoyment of the dwelling. Blueberry Lane Apartments will explain the  
17 reason(s) for any denial or offer of a different accommodation than requested. If Blueberry  
18 Lane Apartments denies the request, or offers a different accommodation than requested, the  
19 written notice will provide the person requesting the accommodation(s) with an opportunity to  
20 provide more information for Blueberry Lane Apartments to consider in further evaluating the  
21 request. All provisions of this policy, including the confidentiality provision below, apply to  
22 Blueberry Lane Apartments' agent(s), manager(s), employee(s), or representative(s) involved  
23 in the rental, management, and/or creation or application of policies concerning rental  
24 dwellings, and any such agent, manager, employee, or representative who fails to comply with  
25 this policy will be subject to appropriate disciplinary action.

26 For example, if a tenant has the need for an emotional support animal as an  
accommodation of their disability, and lives in a "no pet" unit, the tenant may initiate the  
disability accommodations process by notifying the landlord that they have a disability and  
need an accommodation in the form of an exception to the "no pet" policy, and provide the  
landlord with a letter from their medical provider that sets forth that the tenant is a person with  
a disability, that they have a need for accommodation in their housing because of their  
disability, and that they have a medical condition or impairment for which an emotional  
support animal has been prescribed.

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.

1        **Confidentiality:** All information provided by an applicant or tenant in requesting a  
2 reasonable accommodation will be kept confidential and only be used to help provide the  
3 person who requests a reasonable accommodation an equal opportunity to enjoy housing.

4        Any resident or applicant who believes that any of the above policies have been  
5 violated may contact management or employees of Blueberry Lane Apartments or the  
6 Washington State Human Rights Commission at (800) 233-3247.

7        **THE FOLLOWING LANGUAGE CAN BE INCLUDED IN THE EMPLOYEE  
8 VERSION OF THIS POLICY, NOT DISTRIBUTED OR PUBLISHED TO  
9 RESIDENTS:**

10        Any agent, manager, employee, or representative who fails to comply with this  
11 Nondiscrimination and Reasonable Accommodation Policy will be subject to appropriate  
12 disciplinary action. Any action taken by an agent, manager, employee, or representative that  
13 results in unequal service to, treatment of, or behavior toward tenants or applicants on the basis  
14 of the characteristics listed in the first paragraph, or in retaliation against the bringing forth of a  
15 complaint or concern regarding possible housing discrimination, may constitute a violation of  
16 state and/or federal fair housing laws. Any employee with knowledge of any action in violation  
17 of this policy shall promptly provide that information to a supervisor and is encouraged to do  
18 so.  
19  
20  
21  
22  
23  
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26

**APPENDIX B**  
**ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE AND**  
**NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICY**

I acknowledge that on \_\_\_\_\_, 20\_\_, I was provided copies of the Consent Decree entered by the Court in *Washington State Human Rights Commission ex rel. Sara Atack, No. 22-2-01264-37 (State of Washington, Whatcom County Superior Court)* and the Nondiscrimination and Reasonable Accommodation Policy adopted by Blueberry Lane Apartments. 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 those responsibilities.

Signature

Print Name

Job Title/Position

Date \_\_\_\_\_

**APPENDIX C**  
**EMPLOYEE TRAINING ACKNOWLEDGMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Date