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7 **BEFORE THE ADMINISTRATIVE LAW JUDGE**  
8 **FOR A HUMAN RIGHTS COMMISSION HEARING**

9 WASHINGTON STATE HUMAN  
10 RIGHTS COMMISSION, presenting  
the case in support of the complaint  
filed by JASON M. STOCKHAM,

11 Complainant,

12 v.

13 RELIABLE ENTERPRISES and  
14 RELIABLE PROJECT LLLP,

15 Respondents.

WSHRC Case No. 21HD-0087-91-0  
OAH Docket No. 05-2022-HRC-00007

CONSENT DECREE

~~(Clerk's Action Required)~~

16 **I. GENERAL PROVISIONS**

17 1.1. Plaintiff Washington State Human Rights Commission (Commission) filed an  
18 Amended Complaint on May 16, 2022, against Respondents Reliable Enterprises and Reliable  
19 Project LLLP to enforce the Washington Law Against Discrimination, RCW 49.60.030(1)(c);  
20 RCW 49.60.222(1)(b), (f), (i); and 49.60.2235.

21 1.2. Respondents Reliable Enterprises and Reliable Project LLLP accepted service of  
22 process on May 25, 2022, and Acceptance of Service was filed with the Court on May 26, 2022.

23 1.3. The Commission and Reliable Enterprises and Reliable Project LLLP now agree  
24 to resolve the matters alleged in the Amended Complaint by entry of this Consent Decree and  
25 without the need for hearing or adjudication of any issue of law or fact as it affects Reliable  
26 Enterprises and Reliable Project LLLP.

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

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

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

10 **II. INJUNCTIONS**

11 2.1. The provisions of this Consent Decree shall apply to Reliable Enterprises and  
12 Reliable Project LLLP and their officers, partners, agents, servants, employees, representatives,  
13 successors, assigns, and all other persons in active concert or participation with Reliable  
14 Enterprises and Reliable Project LLLP.

15 2.2. Reliable Enterprises and Reliable Project LLLP shall be enjoined from the  
16 following acts and practices:

17 2.2.1. Making unavailable or denying a dwelling to a person residing in that  
18 dwelling after it is rented, or to any person associated with the person renting the  
19 dwelling, or expelling a person from occupancy of real property, because of  
20 disability;

21 2.2.2. Discriminating on the basis of disability in the terms, conditions, or  
22 privileges of a real estate transaction, including the rental or lease of any dwelling,  
23 or in the furnishing of facilities or services in connection with said rental or lease;

24 2.2.3. Refusing to make reasonable accommodation(s) in rules, policies,  
25 practices, or services when such accommodation(s) may be necessary to afford a  
26 person with a disability equal opportunity to use and enjoy a dwelling;

1           2.2.4. Coercing, intimidating, threatening, or interfering with any person in the  
2           exercise or enjoyment of, or on account of having exercised or enjoyed, or on  
3           account of having aided or encouraged any other person in the exercise or  
4           enjoyment of, their fair housing rights.

5           2.3.     The provisions of Paragraph 2.2 shall apply to all properties owned, marketed, or  
6           managed by Reliable Enterprises and Reliable Project LLLP, including all dwellings in which  
7           Reliable Enterprises and Reliable Project LLLP has or acquires a direct or indirect ownership,  
8           management, or other financial interest.

9                   **III.     NON-DISCRIMINATION, HARASSMENT, AND REASONABLE**  
10                   **ACCOMMODATION POLICIES**

11           3.1.     Upon entry of this Consent Decree, Reliable Enterprises and Reliable Project LLLP  
12           shall implement the Nondiscrimination, Harassment, and Reasonable Accommodation Policies  
13           appearing at **Appendix A**. The Nondiscrimination, Harassment, and Reasonable Accommodation  
14           Policies shall apply to all properties covered by paragraph 2.3 of this Consent Decree, and Reliable  
15           Enterprises and Reliable Project LLLP shall provide all rental applicants with a copy of the  
16           Nondiscrimination, Harassment, and Reasonable Accommodation Policies appearing at  
17           **Appendix A**.

18           3.2.     Within fourteen (14) days of entry of this Consent Decree, Reliable Enterprises and  
19           Reliable Project LLLP shall distribute the Nondiscrimination, Harassment, and Reasonable  
20           Accommodation Policies to each of their current tenants. Individuals who become tenants after  
21           Reliable Enterprises and Reliable Project LLLP's initial distribution of the Nondiscrimination,  
22           Harassment, and Reasonable Accommodation Policies shall receive the Nondiscrimination,  
23           Harassment, and Reasonable Accommodation Policies from Reliable Enterprises and Reliable  
24           Project LLLP at the time the lease agreement is signed.

25           3.3.     Within fourteen (14) days of entry of this Consent Decree, Reliable Enterprises and  
26           Reliable Project LLLP shall post Fair Housing posters provided by the Commission in their rental

1 office(s) and common areas of their rental properties. Within twenty-one (21) days of entry of the  
2 Consent Decree, Reliable Enterprises and Reliable Project LLLP shall provide digital photographs  
3 evidencing each poster posted at each property, and the locations at which they were posted.

4 3.4. Within fourteen (14) days of entry of this Consent Decree, Reliable Enterprises and  
5 Reliable Project LLLP shall include the following sentence in the rental application(s) and the rental  
6 agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater size to  
7 those of the text in the body of the document:

8 **We do not discriminate in any term, condition, or privilege**  
9 **of rental on the basis of race, color, religion, national**  
10 **origin, citizenship or immigration status, sex, sexual**  
11 **orientation, marital status, familial status, honorably**  
12 **discharged veteran or military status, or disability.**

#### 11 IV. TRAINING

12 4.1. Within fourteen (14) days of entry of this Consent Decree, Reliable Enterprises and  
13 Reliable Project LLLP shall provide a copy of the Consent Decree and Nondiscrimination,  
14 Harassment, and Reasonable Accommodation Policies, to their agents, managers, employees, and  
15 representatives. Reliable Enterprises and Reliable Project LLLP shall secure a signed statement  
16 from each agent, manager, employee, or representative acknowledging that they have received and  
17 read the Consent Decree and Nondiscrimination, Harassment, and Reasonable Accommodation  
18 Policies, and agree to abide by the relevant provisions of the Consent Decree and  
19 Nondiscrimination, Harassment, and Reasonable Accommodation Policies. This statement shall be  
20 in the form of **Appendix B**.

21 4.2. For the Jurisdictional Period, *see* Paragraph 8.4, within fourteen (14) days after each  
22 new agent, manager, employee, or representative becomes involved in marketing, showing, renting,  
23 or managing units for Reliable Enterprises and Reliable Project LLLP, Reliable Enterprises and  
24 Reliable Project LLLP shall provide a copy of the Nondiscrimination, Harassment, and Reasonable  
25 Accommodation Policies to each such agent, manager, employee, or representative and secure a  
26 signed statement from each agent, manager, employee, or representative acknowledging that they

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

4 4.3. Within ninety (90) days from the date of entry of this Consent Decree, Reliable  
5 Enterprises and Reliable Project LLLP, their agents, managers, employees, and representatives shall  
6 undergo live fair housing training, whether in-person or via remote presentation, including coverage  
7 of disability discrimination and reasonable accommodations, and an opportunity for questions and  
8 answers. The training shall be conducted by an independent, qualified third party, approved in  
9 advance by the Office of the Attorney General. Reliable Enterprises and Reliable Project LLLP  
10 shall obtain confirmation of attendance for each individual who receives training including the date,  
11 name of the course, length of the course, name of the instructor, and name of the individual who  
12 completed the course. Copies of these certificates, in the form of **Appendix C**, shall be submitted  
13 to the Office of the Attorney General within 30 days after completion of the training. Reliable  
14 Enterprises and Reliable Project LLLP shall bear any expenses associated with this training.

#### 15 **V. REPORTING AND DOCUMENTATION RETENTION REQUIREMENTS**

16 5.1. Unless a different timeline is provided under the terms of this Decree, Reliable  
17 Enterprises and Reliable Project LLLP shall, no later than fourteen (14) days after occurrence,  
18 provide to the Attorney General notification and documentation evidencing compliance of each  
19 required act or occurrence mandated by this Decree.

20 5.1.1. Proof of notification of the Consent Decree and Nondiscrimination,  
21 Harassment, and Reasonable Accommodation Policies, including executed copies  
22 of Appendix B, and a list of the names and addresses for all tenants to whom the  
23 Nondiscrimination, Harassment, and Reasonable Accommodation Policies was  
24 provided;

25 5.1.2. Proof of completion of the required fair housing training in the form of  
26 Appendix C; and

1 5.1.3. Any written or oral complaint against Reliable Enterprises and Reliable  
2 Project LLLP or their agents, managers, employees, or representatives regarding  
3 discrimination in housing. The notification shall include the full details of the  
4 complaint, including the complainant's name, address, and telephone number. If  
5 the complaint is written, Reliable Enterprises and Reliable Project LLLP shall  
6 provide a copy of the written complaint with the notification. Upon the Attorney  
7 General's request, Reliable Enterprises and Reliable Project LLLP shall also  
8 provide, within fourteen (14) days of the request, all information concerning any  
9 such complaint and the substance of any resolution of such complaint.

10 5.2. For the Jurisdictional Period, *see* Paragraph 8.4, upon reasonable notice to counsel  
11 for Reliable Enterprises and Reliable Project LLLP, representatives of the Office of the Attorney  
12 General shall be permitted to access, inspect, and/or copy all business records or documents  
13 under control of Reliable Enterprises and Reliable Project LLLP and depose any agent, manager,  
14 employee, or representative of Reliable Enterprises and Reliable Project LLLP in order to monitor  
15 compliance with this Consent Decree.

## 16 VI. PAYMENT

17 6.1. Pursuant to RCW 49.60.250(5), RCW 49.60.225, and WAC 162-08-298, Reliable  
18 Enterprises and Reliable Project LLLP shall pay \$30,000 in full settlement of all claims by  
19 Jason M. Stockham arising out of the events alleged in the Amended Complaint.

20 6.2. Reliable Enterprises and Reliable Project LLLP shall make the payment described  
21 above by certified check or cashier's check, made payable to Jason M. Stockham.

22 6.3. The check described in Paragraph 6.1 shall be delivered to Daniel Jeon, Assistant  
23 Attorney General, Office of the Attorney General, Civil Rights Division, 800 Fifth Avenue,  
24 Suite 2000, Seattle, Washington 98104-3188 within fourteen (14) days after this Consent Decree  
25 is entered by an Administrative Law Judge.  
26




1 to the extent such materials are necessary to comply with this Consent Decree. Nothing in this  
2 paragraph relieves either party of any other obligations imposed by this Consent Decree.

3 8.2. This Consent Decree resolves all claims the Commission may have under the  
4 Washington Law Against Discrimination, RCW 49.60, against Reliable Enterprises and Reliable  
5 Project LLLP arising out of the facts described in the Amended Complaint filed in this action,  
6 except that Reliable Enterprises and Reliable Project LLLP's failure to comply with this Consent  
7 Decree shall permit the Commission to take such further action against them as provided in this  
8 Consent Decree, or otherwise allowed by law.

9 8.3. ~~The Prehearing Conference Order is hereby vacated.~~ <sup>Case Schedule, including the evidentiary hearing in this matter,</sup>

10 8.4. Court shall retain jurisdiction over this matter pursuant to WAC 162-08-298(10)  
11 for a period of two (2) years (Jurisdictional Period) to monitor and ensure compliance with this  
12 Consent Decree. After such time has expired, this matter shall be dismissed with prejudice.


13 Approved on this 20th day of January, 2023.

14   
15 Micah Larripa  
Administrative Law Judge

16 Presented by:

Agreed to and approved for entry by:

17 ROBERT W. FERGUSON  
18 Attorney General

19   
20 DANIEL J. JEON, WSBA #58087  
21 Civil Rights Division  
22 Office of the Attorney General  
23 800 Fifth Avenue, Suite 2000  
24 Seattle, WA 98104  
(206) 342-6437  
daniel.jeon@atg.wa.gov

20   
21 ERIC LANZA, WSBA # 50042  
22 Buzzard O'Rourke  
23 314 Harrison Avenue  
24 Centralia, WA 98531  
(360) 736-1108  
eric@buzzardlaw.com

25 Attorney for Washington State Human  
26 Rights Commission

Attorney for Reliable Enterprises and Reliable  
Project LLLP



**APPENDIX A**  
**NONDISCRIMINATION, HARASSMENT, AND REASONABLE**  
**ACCOMMODATION POLICIES**

***Nondiscrimination Policy:*** It is the policy of Reliable Enterprises and Reliable Project LLLP and its 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 origin, citizenship or immigration status, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability. This policy means that, among other things, Reliable Enterprises and Reliable Project LLLP will not choose tenants, set lease terms, use rental policies, evict tenants, or make other decisions about tenants or prospective tenants based on the characteristics listed in the preceding sentence. This policy applies to Reliable Enterprises and Reliable Project LLLP's agent(s), manager(s), employee(s), and representative(s), and any agent, manager, employee, or representative who fails to comply with this policy will be subject to appropriate disciplinary action.

***Harassment Policy:*** It is the policy of Reliable Enterprises and Reliable Project LLLP that harassment or intimidation of a tenant, staff person, or guest because of that person's race, color, religion, national origin, citizenship or immigration status, sex, sexual orientation, marital status, familial status, honorably discharged veteran or military status, or disability will not be tolerated and could be grounds for termination of tenancy.

Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Harassment and intimidation include abusive, foul, or threatening language or behavior. All staff shall model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation. All staff shall be trained in detecting and addressing discriminatory harassment or intimidation.

Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a tenant must take it seriously and shall respond promptly according to the procedures outlined in this policy. In situations where a tenant who complains of harassment does not speak English, an arrangement shall be made with an interpreter so the tenant's concerns are clearly understood.

When a tenant complains of discriminatory harassment, Reliable Enterprises and Reliable Project LLLP will take the complaint seriously and promptly conduct an investigation to determine whether a violation of this policy has occurred based on all facts and circumstances, the nature of the allegation, and the context in which the alleged incidents occurred.

If the investigation does not verify a violation of the policy, Reliable Enterprises and Reliable Project LLLP will:

- (1) Document the complaint and results of the investigation in both the complaining party's and alleged harasser's files;

1 (2) Remind each individual alleged to have engaged in discriminatory harassment about  
2 the management's serious commitment to a housing environment free of harassment and  
3 that retaliation against the complaining party will not be tolerated; and  
4 (3) Promptly inform the complaining party of the results of the investigation and the  
5 actions taken.  
6 Staff may wish to refer tenants to the local Dispute Resolution Center or other local mediation  
7 services, or hire an outside consultant or mediator, for ongoing tenant conflicts that cannot be  
8 verified as motivated by discrimination.  
9  
10 If the investigation does verify a violation of the policy, Reliable Enterprises and Reliable Project  
11 LLLP will:  
12 (1) Document the complaint and results of the investigation in both the complaining  
13 party's and alleged harasser's files;  
14 (2) Proceed with progressive disciplinary action up to and including eviction if necessary  
15 for ongoing or serious violations;  
16 (3) Promptly inform the complaining party of the results of the investigation and the  
17 actions taken; and  
18 (4) Remind all parties that retaliation against the complaining party or others involved in  
19 the investigation will not be tolerated.  
20  
21 Staff shall monitor for retaliation against any person involved in the filing or investigation of a  
22 complaint of discriminatory harassment or intimidation. Reliable Enterprises and Reliable  
23 Project LLLP shall address retaliation by the alleged harasser in the same manner they address  
24 allegations of discriminatory harassment under this policy. Retaliation by staff against any tenant  
25 complaining of harassment will not be tolerated.  
26  
**Reasonable Accommodation Policy:** It is the policy of Reliable Enterprises and Reliable Project  
LLL 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.  
  
Reliable Enterprises and Reliable Project LLLP 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. Reliable Enterprises and Reliable Project LLLP  
will explain the reason(s) for any denial or offer of a different accommodation than requested. If

1 Reliable Enterprises and Reliable Project LLLP denies the request, or offers a different  
2 accommodation than requested, the written notice will provide the person requesting the  
3 accommodation(s) with an opportunity to provide more information for Reliable Enterprises and  
4 Reliable Project LLLP to consider in further evaluating the request. All provisions of this policy,  
5 including the confidentiality provision below, apply to Reliable Enterprises and Reliable Project  
6 LLLP's agent(s), manager(s), employee(s), or representative(s), and any agent, manager,  
7 employee, or representative who fails to comply with this policy will be subject to appropriate  
8 disciplinary action.

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

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

14 \*\*\*

15 Any action taken by an agent, manager, employee, or representative that results in unequal  
16 service to, treatment of, or behavior toward tenants or applicants on the basis of race, color,  
17 religion, national origin, citizenship or immigration status, sex, sexual orientation, marital status,  
18 familial status, honorably discharged veteran or military status, or disability may constitute a  
19 violation of state and/or federal fair housing laws. Any applicant or tenant who believes that any  
20 of the above policies have been violated may contact the Washington Attorney General's office  
21 toll-free at (844) 323-3864 or the Washington State Human Rights Commission at  
22 (800) 233- 3247.

**APPENDIX B**  
**ACKNOWLEDGMENT OF RECEIPT OF NONDISCRIMINATION, HARASSMENT,**  
**AND REASONABLE ACCOMMODATION POLICIES**

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. Jason M. Stockham v. Reliable Enterprises and Reliable Project LLLP*, Docket No. 05-2022-HRC-00007 (Office of Administrative Hearings), and the Nondiscrimination, Harassment, and Reasonable Accommodation Policies adopted by Reliable Enterprises and Reliable Project LLLP. 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

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

Job Title/Position

Date \_\_\_\_\_

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**APPENDIX C**  
**FAIR HOUSING TRAINING ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_ minutes of live fair housing training, whether in-person or via remote presentation, including coverage of disability discrimination and reasonable accommodations, and an opportunity for questions and answers.

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

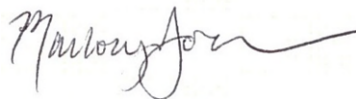
## CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 05-2022-HRC-00007

I certify that true copies of this document were served on those listed below, from Tacoma, Washington via Consolidated Mail Services by one of the following: First Class Mail, Certified Mail, Hand Delivery via Messenger, Campus Mail, Facsimile, or by email:

Jason Stockham c/o Vandenberg Law 4282 US Hwy 89 S #20 Livingston, MT 59047 <b>Complainant</b>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Christopher Vandenberg Vandenberg Law 4282 US Hwy 89 S #20 Livingston, MT 59047 <b>Complainant Representative</b>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail: <a href="mailto:vandenberglaw@gmail.com">vandenberglaw@gmail.com</a>
Reliable Enterprises & Reliable Project LLLP 203 West Reynolds Ave Centralia, WA 98531 <b>Respondents</b>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail
Eric Lanza Buzzard O'Rourke, P.S. 314 Harrison Ave Centralia, WA 98531 <b>Respondent Representative</b>	<input checked="" type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input type="checkbox"/> E-mail: <a href="mailto:eric@buzzardlaw.com">eric@buzzardlaw.com</a> <a href="mailto:laura@buzzardlaw.com">laura@buzzardlaw.com</a>
Daniel Jeon, AAG Office of the Attorney General MS: TB-14 800 Fifth Ave Ste 2000 Seattle, WA 98104 <b>Agency Representative</b>	<input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Campus Mail <input checked="" type="checkbox"/> E-mail: <a href="mailto:daniel.jeon@atg.wa.gov">daniel.jeon@atg.wa.gov</a> <a href="mailto:tiffany.jennings@atg.wa.gov">tiffany.jennings@atg.wa.gov</a>

Date: Monday, January 23, 2023

OFFICE OF ADMINISTRATIVE HEARINGS



Mallory Jordan  
Legal Assistant 2