

STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT

WASHINGTON STATE HUMAN  
RIGHTS COMMISSION, presenting the  
case in support of the complaint filed by  
BERNARD WATKINS,

Plaintiff,

v.

UDR, INC., a Maryland Corporation,  
UNITED DOMINION REALTY, L.P., a  
Delaware Corporation, and ASHWOOD  
COMMONS NORTH, LLC, a  
Washington Corporation,

Defendants,

NO. 20-2-13767-7 SEA

CONSENT DECREE

I. INTRODUCTION

1.1. Plaintiff Washington State Human Rights Commission (Commission) filed a Complaint on September 11, 2020, and an Amended Complaint on October 12, 2020, against Defendants UDR, Inc., a Maryland Corporation, United Dominion Realty, L.P., a Delaware Limited Partnership, and Ashwood Commons North, LLC, a Washington Limited Liability Company, to enforce the Washington Law Against Discrimination, RCW 49.60.030(1)(c), RCW 49.60.222(1)(b), and RCW 49.60.2235. By entry of this Consent Decree, the parties stipulate that Defendant United Dominion Realty, L.P. should be and is hereby dismissed with prejudice from this action. The term "Defendant" herein refers only to the remaining named defendants UDR, Inc. and Ashwood Commons North, LLC.

1.2. Defendant owns and operates the mixed-use multi-family communities located at 989 111th Avenue NE, Bellevue, WA 98004 (the “989 Building”) and two buildings that are connected by a common area and walkway located at 958 111th Ave NE, Bellevue, WA 98004 and 909 112th Avenue NE, Bellevue, WA 98004 (the “958/909 Building”), collectively referred to in this Consent Decree as “Elements”.

**1.3.** The Commission and Defendant now agree to resolve the matters alleged in the Amended 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.

**1.4.** The Commission and Defendant 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 Defendant admits those allegations in the Amended Complaint necessary to the jurisdiction of this Court.

**1.5.** The Commission and Defendant 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.** UDR, Inc. and Ashwood Commons North, LLC, their agents, managers, employees, representatives, successors, assigns, and all other persons in active concert or participation with them, without any finding that any such actions have occurred, are enjoined with respect to the rental of dwellings from:

2.1.1. Harassing or otherwise discriminating in the terms, conditions, or privileges of the rental of a dwelling because of race or retaliation;

1           2.1.2. Making housing unavailable or denying a dwelling, or otherwise  
2 providing different services, or limiting or prohibiting the use of common facilities,  
3 because of race or retaliation;

4           2.1.3. Making statements in connection with the rental of a dwelling that express  
5 a preference, limitation, or discrimination based on race;

6           2.1.4. Creating or knowingly permitting a hostile living environment because of  
7 race or retaliation;

8           2.1.5. Taking action to coerce, intimidate, threaten, or interfere with any person  
9 in the exercise of, or on account of having exercised or enjoyed, rights regarding leasing  
10 of apartment homes; and

11           2.1.6. Aiding, abetting, encouraging, or inciting the commission of an unfair or  
12 discriminatory practice.

13           2.2. The Provisions of Paragraph 2.1 shall apply permanently to Defendant and all  
14 dwellings owned and/or managed by Defendant in the State of Washington.

15                           **III. NONDISCRIMINATION POLICY**

16           3.1. Upon entry of this Consent Decree, and following review and approval by the  
17 Commission's counsel, Defendant shall implement at Elements, and all dwellings owned and/or  
18 managed by Defendant in the State of Washington, a non-discrimination policy and procedure  
19 that complies with the Washington Law Against Discrimination, RCW chapter 49.60, and the  
20 Federal Fair Housing Act, 42 U.S.C. §§ 3601–31, to the extent compliant policies and practices  
21 are not already in place. In particular, Defendant must implement policies and procedures that  
22 address non-discrimination in the furnishing of facilities and services, protections against hostile  
23 environment and response to discrimination and hostile environment complaints, as well as  
24 prohibitions against retaliation for bringing forth complaints. The parties agree that  
25 implementation of the Nondiscrimination Policy appearing at **Appendix A** would satisfy the  
26 requirements of this paragraph.

1           3.2. Within fourteen (14) days of entry of this Consent Decree, Defendant shall  
2 distribute the Nondiscrimination Policy to all its current employees at Elements. Defendant shall  
3 also provide a copy of the Nondiscrimination Policy to new employees at Elements at the start  
4 of their employment.

5           3.3. Within fourteen (14) days of entry of this Consent Decree, Defendant shall take  
6 the following steps to notify current residents and prospective residents of Elements of the  
7 Nondiscrimination Policy:

8           3.3.1. Prominently post at any rental office that is used for rental of dwellings,  
9 one or more fair housing signs no smaller than ten (10) inches by fourteen (14) inches,  
10 indicating compliance with the Washington State Law Against Discrimination,  
11 RCW 49.60.010-.515, and the Federal Fair Housing Act, 42 U.S.C. §§ 3601–3631,  
12 including non-discrimination on the basis of race and no retaliation for reporting alleged  
13 discrimination. In particular, the notice shall state that all apartments are available for rent  
14 on a nondiscriminatory basis, use of all of the services and facilities are provided to  
15 tenants without discrimination, tenants are encouraged to bring forth  
16 concerns/complaints regarding possible housing discrimination, and Defendants will  
17 promptly investigate and take corrective action if any unfair housing practice violations  
18 are found to exist. Defendant will comply with this paragraph by posting the up to date  
19 official fair housing posters of HUD and the Commission.

20           3.3.2. Include the following sentences in the rental application documents for  
21 dwelling units at Elements in boldface type, using letters of equal or greater size to those  
22 of the text in the body of the document:

23           **We are committed to compliance with fair housing laws and do**  
24 **not engage in unlawful discrimination on the basis of race, color,**  
25 **religion, national origin, citizenship or immigration status, sex,**  
26 **sexual orientation, marital status, familial status, honorably**  
**discharged veteran or military status, source of income, or**  
**sensory, mental, or physical disability or use of a trained dog**

1 guide or service animal by a person with a disability. We do not  
2 retaliate against any persons (including residents) who bring  
3 forth concerns/complaints regarding possible housing  
4 discrimination. We will promptly investigate such complaints  
brought to our attention and take corrective action if any unfair  
housing practices are found to exist.

#### 5 IV. TRAINING

6 4.1. Within fourteen (14) days of the entry of this Consent Decree, Defendant shall  
7 provide a copy of this Consent Decree and the Nondiscrimination Policy to the Elements  
8 Resident Services Manager, Elements General Manager, and the Regional Manager overseeing  
9 Elements. Defendant shall secure a signed statement from each such person acknowledging that  
10 he or she has received and read the Consent Decree and the Nondiscrimination Policy, and agrees  
11 to abide by the relevant provisions of the Consent Decree and the Nondiscrimination Policy.  
12 This statement shall be in the form of **Appendix B** and be submitted to the Office of the Attorney  
13 General.

14 4.2. During the term of this Decree, within fourteen (14) days after a new person takes  
15 over the role of Elements Resident Services Manager, Elements General Manager, or Regional  
16 Manager over Elements, that new person will be provided a copy of this Consent Decree and the  
17 Nondiscrimination Policy and will execute a statement acknowledging that he or she has  
18 received and read the Consent Decree, and agrees to abide by the relevant provisions of the  
19 Consent Decree and the Nondiscrimination Policy. This statement shall be in the form of  
20 **Appendix B**.

21 4.3. Within ninety (90) days from the date of entry of this Consent Decree, the  
22 Elements Resident Services Manager, Elements General Manager, and Regional Manager over  
23 Elements, as well as all employees of Elements, shall undergo live fair housing training, whether  
24 in-person or via remote presentations, with specific emphasis on Washington state specific  
25 requirements of non-discrimination, including: non-discrimination in the furnishing of facilities  
26 and services, protections against hostile environment, response to discrimination and hostile

1 environment complaints, and prohibitions against retaliation for bringing forth complaints. The  
2 training shall be conducted by an independent, qualified third party, approved in advance by the  
3 Office of the Attorney General. The Defendant shall obtain confirmation of attendance for each  
4 individual who receives training including the date, name of the course, length of the course,  
5 name of the instructor, and name of the individual who completed the course. Copies of these  
6 certificates, substantially in the form of **Appendix C**, shall be submitted to the Office of the  
7 Attorney General. Defendant shall bear any expenses associated with this training.

#### 8 **V. USE OF GYM FACILITIES**

9 **5.1.** Defendant agrees to terminate the existing facility use agreement with Fire  
10 Fitness and Ryan Stefan within 30 days of the entry of this Consent Decree and require that  
11 Mr. Stefan return all keys/fobs/codes/cards that allow him access to the secured areas of the  
12 Elements facility as of the date of termination of the use agreement. Defendant further agrees  
13 that for the duration of the Consent Decree, Defendant will not renew any facility use agreement  
14 or vendor relationship with Fire Fitness or Ryan Stefan. Defendant (including Defendant's  
15 employees acting in their official capacity) will not provide Mr. Stefan with access to the secured  
16 areas of the Elements facility for at least this same period.

17 **5.2.** If during the term of this Consent Decree Defendant decides to allow commercial  
18 vendors at the Elements fitness facility, Elements agrees to limit such commercial vendors to  
19 provide fitness, training, or related services to Elements residents only. Defendant reserves the  
20 right to limit the number of any such approved vendor agreement(s) in effect at any given time  
21 period.

#### 22 **VI. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

23 **6.1.** Within 90 days of the entry of this Consent Decree, Defendant shall provide to  
24 the Attorney General copies of each of the Policies and Notices used pursuant to Section 3,  
25 above, and:  
26

1           **6.1.1.** Proof of notification of the Consent Decree and Nondiscrimination  
2 Policy, including executed copies of **Appendix B**, and a list of the names and business  
3 addresses for all persons to whom the Nondiscrimination Policy was provided;

4           **6.1.2.** Proof of completion of the required fair housing training in the form of  
5 **Appendix C**;

6           **6.1.3.** Proof of termination of facility use agreement with Fire Fitness and  
7 Ryan Stefan and return of keys/fobs/codes/cards that allowed Mr. Stefan access to the  
8 secured portions of the Elements facility; and

9           **6.1.4.** Any written complaints to Defendant or to any third party against  
10 Defendant, or Defendant's agents or employees, regarding race discrimination and/or  
11 retaliation in housing at Elements as well as any housing community in the state of  
12 Washington under the supervision of the same Regional Manager as Elements. In that  
13 event, Defendant shall provide a copy of the written complaint and the notification. Upon  
14 the Attorney General's request, Defendant shall also provide, within fourteen (14) days  
15 of the request, all non-privileged information concerning any such complaint and the  
16 substance of any resolution of such complaint.

17           **6.2.** Thereafter during the term of this Consent Decree, Defendant shall, not later than  
18 fourteen (14) days after occurrence, provide to the Attorney General notification and  
19 documentation of any change to the rules or practices regarding the Nondiscrimination Policy  
20 (**Appendix A**).

21           **6.3.** Every six (6) months after the initial 90 day period for the duration of the Consent  
22 Decree, including 30 (thirty) days prior to the expiration of the Consent Decree, Defendant shall  
23 deliver to the Attorney General a report containing information regarding their compliance  
24 efforts during the reporting period, including but not limited to copies of Appendices B and C  
25 executed during the reporting period, to the extent not previously provided, and information in  
26 paragraph 6.1.4 received during the reporting period.

6.4. During the term of this Consent Decree, and upon reasonable notice to counsel for the 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 interview any principal, officer, director, agent, manager, employee, or representative of Defendants bearing on compliance with this Consent Decree, provided, however, that representatives of the Office of the Attorney General will endeavor to minimize any inconvenience to Defendant by making advance request for copies of particular documents that can be provided in lieu of inspection of all business records or documents under control of Defendant.

## VII. PAYMENT

**7.1.** Defendant shall pay the total sum of One Hundred Forty-Two Thousand and Five Hundred Dollars (\$142,500.00) (the “Settlement Amount”) for the purpose of compensating Bernard Watkins,<sup>1</sup> his 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.

7.2. Defendant shall pay the Settlement Amount by certified check, cashier's check, or electronic transfer made payable to the Estate of Bernard Watkins ("Estate"), with the payment due within twenty-one (21) days of receipt by Defendant of the mutual release agreement approved by the parties and legally appointed Personal Representative of the Estate, and executed by said legally appointed Personal Representative of the Estate, or within twenty-one (21) days of the effective date of this Consent Decree, whichever is later. Payment by check or cashier's check shall be sent to the address provided to Defendant by the Personal Representative of the Estate. If payment is by electronic transfer, instructions for such transfer must be provided to Defendant through Defendant's counsel. Proof of payment when made shall be provided to the Office of the Attorney General. Defendant shall have no obligation to make

<sup>1</sup> Bernard Watkins, the individual on whose behalf the Commission initiated this action, passed away shortly before the entry of this Consent Decree.



1 payment of the Settlement Amount to the Estate until the executed release and a completed IRS  
2 Form W9 for the Estate is provided to Defendant. Defendant can be contacted and the required  
3 forms submitted through its counsel:

4  
5 Theresa L. Kitay  
6 Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
7 Monarch Plaza, Suite 1500  
8 3414 Peachtree Road, NE  
9 Atlanta, GA 30326  
10 Tel: 404-443-6745  
11 Email: tkitay@bakerdonelson.com

12  
13 7.3. Failure to timely pay these funds shall be a material breach of this Consent  
14 Decree. If the Estate is unable to deliver the executed release and W9 forms within 180 days of  
15 the entry of this Consent Decree, it shall notify Defendant and the Office of the Attorney General  
16 of the reasons for the delay and the anticipated date of delivery, and either party may seek relief  
17 from the Court, if necessary.

#### 18 **VIII. DURATION AND ENFORCEMENT**

19 8.1. With the exception of Section II, this Consent Decree shall be in effect for a  
20 period of 2 (two) years from the date of its entry. The Court shall retain jurisdiction for the  
21 duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed  
22 with prejudice.

23 8.2. The Commission may move the court at any time to enforce or extend the  
24 duration of the Consent Decree in the event of material noncompliance with any of its terms, or  
25 if it believes the interests of justice so require. The Commission, in its sole discretion, may first  
26 endeavor, in good faith, to resolve informally any differences regarding interpretation of and  
compliance with this Consent Decree prior to bringing such matters to the Court for resolution.

8.3. Nothing shall prevent the Commission from seeking relief from this Court for  
alleged violations of this Consent Decree. The Court may impose any remedy authorized by law

1 or equity, including the imposition by the Court of injunctions, civil penalties, and costs,  
2 including reasonable attorneys' fees.

3 **IX. ADDITIONAL PROVISIONS**


4 **9.1.** The Order Setting Civil Case Schedule, and all related deadlines, are hereby  
5 vacated.

6  
7 Approved this 8 day of February 2022.

8  
9   
THE HON. JUDITH RAMSEYER

10 Presented by:

11 ROBERT W. FERGUSON  
12 Attorney General

13   
14 ANDREA BRENNKE, WSBA #22027  
15 Assistant Attorney General  
16 Wing Luke Civil Rights Division  
17 Office of the Attorney General  
18 800 Fifth Avenue, Suite 2000  
19 Seattle, WA 98104  
20 (206) 233-3384  
21 Andrea.Brenneke@atg.wa.gov

22 *Attorney for Washington State Human Rights Commission*

23 Agreed to and approved for entry by:

24 BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

25 By:   
26 Theresa L. Kitay NC Bar No. 51631 (admitted *pro hac vice*)  
3414 Peachtree Road, NE  
Monarch Plaza, Suite 1500  
Atlanta, GA 30326  
404-443-6745  
tkitay@bakerdonelson.com

1 MONTGOMERY PURDUE BLANKINSHIP & AUSTIN, PLLC  
2

3 BY: s/  
4 Scott E. Feir, WSBA No. 28192  
5 Christopher M. Reed, WSBA No. 49716  
6 5500 Columbia Center  
7 701 Fifth Avenue  
8 Seattle, WA 98104-7096  
9 (206) 682-7090

10 *Attorneys for Defendants UDR, Inc., United Dominion Realty L.P., and*  
11 *Ashwood Commons North, LLC*  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**APPENDIX A**  
**NONDISCRIMINATION POLICY**

It is the policy of UDR, Inc., Ashwood Commons North, LLC and Elements 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, 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, UDR, Inc., Ashwood Commons North, LLC and Elements Apartments and all 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 bringing forth concerns/complaints regarding possible housing discrimination.

This means that UDR, Inc., Ashwood Commons North, LLC and Elements 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. This also means that UDR, Inc., Ashwood Commons North, LLC and Elements

1 Apartments encourage residents to inform management of any concerns or complaints  
2 regarding possible housing discrimination. Management will promptly investigate and take  
3 corrective action as needed.

4 Any resident or applicant who believes that any of the above policies have been  
5 violated may contact management or employees of Ashwood Commons North, LLC and  
6 Elements Apartments or the 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 Policy will be subject to appropriate disciplinary action. Any action taken  
12 by an agent, manager, employee, or representative that results in unequal service to, treatment  
13 of, or behavior toward tenants or applicants on the basis of the characteristics listed in the first  
14 paragraph, or in retaliation against the bringing forth of a complaint or concern regarding  
15 possible housing discrimination, may constitute a violation of state and/or federal fair housing  
16 laws. Any employee with knowledge of any action in violation of this policy shall promptly  
17 provide that information to a supervisor and is encouraged to do so.  
18  
19  
20  
21  
22  
23  
24  
25  
26

**APPENDIX B**  
**ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE AND**  
**NONDISCRIMINATION 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. Bernard Watkins, NO. 20-2-13767-7 SEA (State of Washington King County Superior Court)* and the Nondiscrimination Policy adopted by UDR, Inc., Ashwood Commons North, LLC and Elements 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 \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**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