

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

WASHINGTON STATE HUMAN
RIGHTS COMMISSION, presenting
the case in support of the complaint
filed by ABDI ALI and AMINA
MOHAMED, on their own behalf and
on behalf of their minor daughter, S.M.,

Plaintiff,

v.

ANDREA ELKINS, ELKINS
DISTRIBUTION, INC., and TOTAL
PROPERTY MANAGEMENT
SERVICES, INC.,

Defendants.

NO. 21-2-16833-3 KNT

CONSENT DECREE

(Clerk's Action Required)

I. INTRODUCTION

1.1. Plaintiff Washington State Human Rights Commission (the Commission) filed a Complaint on December 27, 2021, against Defendants Andrea Elkins and Elkins Distribution, Inc. (collectively "Elkins Defendants") to enforce the Washington Law Against Discrimination (WLAD), and to correct unlawful and discriminatory real estate practices. RCW 49.60.030(1)(c) and RCW 49.60.222(2)(b).

1.2. The Elkins Defendants were served with the Summons and Complaint on January 4, 2022.

1 1.3. On February 28, 2023, the Court issued an Order Granting Washington State
2 Human Rights Commission's Motion for Summary Judgment Against Defendants
3 Andrea Elkins and Elkins Distribution, Inc. as to liability. The case is scheduled for a damages
4 trial on May 30, 2023.

5 1.4. The Commission and the Elkins Defendants now agree to resolve the relief
6 requested in the Complaint by entry of this Consent Decree and without the need for trial or
7 adjudication of any issue of law or fact as it affects the Elkins Defendants.

8 1.5. The Elkins Defendants affirm that this Consent Decree is entered into voluntarily
9 and waive any right they may have to appeal from this Consent Decree or to otherwise contest
10 its validity.

11 **NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:**

12 **II. INJUNCTIONS**

13 2.1. The injunctive provisions of this Consent Decree shall apply to the Elkins
14 Defendants and their officers, agents, servants, employees, representatives, successors, assigns,
15 transferees, and all other persons or entities in active concert or participation with the Elkins
16 Defendants.

17 2.2. The Elkins Defendants shall immediately inform all officers, agents, servants,
18 employees, representatives, successors, assigns, transferees, and all other persons or entities in
19 active concert or participation with the Elkins Defendants of the terms and conditions of this
20 Consent Decree.

21 2.3. The Elkins Defendants shall be enjoined and restrained from refusing to make
22 reasonable accommodation in rules, policies, practices, or services that are necessary to afford
23 persons with the presence of any sensory, mental, or physical disability an equal opportunity to
24 use and enjoy a dwelling owned and or operated by the Elkins Defendants, or otherwise
25 discriminating against tenants or prospective tenants on the basis of disability.
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2.4. The provisions of Paragraph 2.3 shall apply to all properties owned or managed by the Elkins Defendants, including all dwellings in which the Elkins Defendants have or acquire a direct or indirect ownership, management, or other financial interest.

III. NON-DISCRIMINATION AND REASONABLE ACCOMMODATION POLICY

3.1. Upon entry of this Consent Decree, the Elkins Defendants shall implement the Nondiscrimination and Reasonable Accommodation Policy appearing at **Appendix A**. The Nondiscrimination and Reasonable Accommodation Policy shall apply to all properties covered by paragraph 2.4 of this Consent Decree, and the Elkins Defendants shall provide all rental applicants with a copy of the Nondiscrimination and Reasonable Accommodation Policy appearing at **Appendix A**.

3.2. Within fourteen (14) days of entry of this Consent Decree, the Elkins Defendants shall distribute the Nondiscrimination and Reasonable Accommodation Policy to each of their current tenants. Individuals who become tenants after the Elkins Defendants' initial distribution of the Nondiscrimination and Reasonable Accommodation Policy shall receive the Nondiscrimination and Reasonable Accommodation Policy from the Elkins Defendants at the time the lease agreement is signed.

3.3. Within fourteen (14) days of entry of this Consent Decree, the Elkins Defendants shall post Fair Housing posters provided by the Commission in their rental office(s) and common areas of their rental properties. Within twenty-one (21) days of entry of the Consent Decree, the Elkins Defendants shall provide digital photographs evidencing each poster posted at each property, and the locations at which they were posted.

IV. TRAINING

4.1. Within fourteen (14) days of entry of this Consent Decree, the Elkins Defendants shall provide a copy of the Consent Decree and Nondiscrimination and Reasonable Accommodation Policy to their agents, managers, employees, and representatives. The Elkins Defendants shall secure a signed statement from each agent, manager, employee, or representative

1 acknowledging that they have received and read the Consent Decree and Nondiscrimination and
2 Reasonable Accommodation Policy, and agree to abide by the relevant provisions of the Consent
3 Decree and Nondiscrimination and Reasonable Accommodation Policy. This statement shall be in
4 the form of **Appendix B**.

5 4.2. Within ninety (90) days from the date of entry of this Consent Decree,
6 Andrea Elkins and Elkins Distribution, Inc., their agents, property managers, employees, and
7 representatives shall undergo live fair housing training, whether in-person or via remote
8 presentation, including coverage of disability discrimination and reasonable accommodations,
9 and an opportunity for questions and answers. The training shall be conducted by an independent,
10 qualified third party, approved in advance by the Office of the Attorney General. The Elkins
11 Defendants shall obtain confirmation of attendance for each individual who receives training
12 including the date, name of the course, length of the course, name of the instructor, and name of the
13 individual who completed the course. Copies of these certificates, in the form of **Appendix C**, shall
14 be submitted to the Office of the Attorney General within 14 days after completion of the training.
15 The Elkins Defendants shall bear any expenses associated with this training.

16 V. RECORD KEEPING AND REPORTING

17 5.1. For a period of three (3) years following the entry of this Consent Decree, the
18 Elkins Defendants shall preserve all records related to its obligations under this Consent Decree
19 in a centralized location, including all documents, whether in paper or electronic form, that relate
20 to the following:

21 5.1.1. Records of any requests for reasonable accommodations, related in any
22 way to any sensory, mental, or physical disability, made by tenants or prospective tenants
23 of any rental property owned, operated, and/or managed by the Elkins Defendants,
24 together with records of any response and related communications.
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5.1.2. Records of any complaints of disability discrimination made by tenants or prospective tenants of any rental property owned, operated, and/or managed by the Elkins Defendants.

5.2. To assure compliance with the terms of this Consent Decree, Representatives of the Office of the Attorney General shall be permitted to access, inspect, and/or copy all business records under control of the Elkins Defendants and interview or depose any agent, property manager, employee, or representative of the Elkins Defendants in order to monitor compliance with this Consent Decree.

5.3. The Elkins Defendants shall notify the Commission at least thirty (30) days prior to any change in control of Elkins Distribution, Inc. that would change the identity of the corporate entity responsible for compliance obligations arising under this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

VI. PAYMENT

6.1. Within thirty (30) days of entry of this Consent Decree, the Elkins Defendants agree to pay \$30,000.00 (“settlement amount”) to Amina Mohamed and Abdi Ali.

6.2. The Elkins Defendants shall make the payment described above by certified check or cashier's check made payable to Amina Mohamed and Abdi Ali.

6.3. The check described in Paragraph 6.1 shall be delivered to Alfredo González Benítez, Assistant Attorney General, Office of the Attorney General, Civil Rights Division, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188.

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

6.5. The payment referenced in Paragraph 6.1 above is a debt, as defined by 11 U.S.C. § 523(a), that is not amenable to discharge in bankruptcy, and the Elkins Defendants

1 shall not seek to discharge any part of this debt, nor oppose its being determined non-
2 dischargeable in bankruptcy.

3 6.6. The Elkins Defendants further agree that payments made or due pursuant to this
4 Consent Decree are not preferential transfers of assets, and they shall not make or support
5 arguments to the contrary in bankruptcy court or elsewhere.

6 VII. ENFORCEMENT

7 7.1. The Commission may move the Court to enforce the Consent Decree, or to extend
8 its duration in the event of noncompliance with any of its terms, and the Commission may seek
9 imposition of additional conditions, damages, injunctive relief, or such other remedies as the
10 Court may deem appropriate.

11 7.2. In any successful action to enforce this Consent Decree against the Elkins
12 Defendants, the Elkins Defendants shall bear the Commission's reasonable costs, including
13 attorneys' fees.

14 VIII. ADDITIONAL PROVISIONS

15 8.1. The parties agree that, as of the date of entry of this Consent Decree, litigation is
16 not "reasonably foreseeable" concerning the matters described above. To the extent that any
17 party previously implemented a litigation hold to preserve documents, electronically stored
18 information, or things related to the matters described above, the party is no longer required to
19 maintain such litigation hold, except to the extent such materials are necessary to comply with
20 this Consent Decree. Nothing in this paragraph relieves any party of any other obligations
21 imposed by this Consent Decree.

22 8.2. This Consent Decree resolves all claims the Commission and Amina Mohamed,
23 Abdi Ali, and S.M. may have under the Washington Law Against Discrimination, RCW 49.60,
24 against the Elkins Defendants arising out of the facts described in the Amended Complaint filed
25 in this action, except that the Elkins Defendants' failure to comply with this Consent Decree
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1 shall permit the Commission to take such further action against the Elkins Defendants as
2 provided in this Consent Decree, or otherwise allowed by law.

3 8.3. The Order Amending Case Schedule, including the trial date, is hereby vacated.
4

5 APPROVED on this _____ day of _____, 2023.
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7
8 _____
Hon. Aimée Sutton

9 Presented by:

Agreed to and approved for entry by:

10 ROBERT W. FERGUSON
11 Attorney General
12 



13 ALFREDO GONZÁLEZ BENÍTEZ,
WSBA # 54364

PATRICK BRICK, WSBA # 17987

14 VIRAK ANTHONY THACH,
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*Attorney for the Defendants Andrea Elkins
and Elkins Distribution, Inc.*

20 *Attorneys for Plaintiff Washington State*
21 *Human Rights Commission*
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NONDISCRIMINATION AND REASONABLE ACCOMMODATION POLICY

Nondiscrimination Policy: It is the policy of Andrea Elkins and Elkins Distribution, Inc. and their property 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, Andrea Elkins and Elkins Distribution, Inc. 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 Andrea Elkins and Elkins Distribution, Inc.'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.

- 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.

Andrea Elkins and Elkins Distribution, Inc. 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. Andrea Elkins and Elkins Distribution, Inc. will explain the reason(s) for any denial or offer of a different accommodation than requested. If Andrea Elkins and Elkins Distribution, Inc. 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 Andrea Elkins and Elkins Distribution, Inc. to consider in further evaluating the request. All provisions of this policy, including the confidentiality provision below, apply to Andrea Elkins and Elkins Distribution, Inc.'s agent(s), manager(s), employee(s), or representative(s), and any agent, manager, employee, or representative who fails to comply with this policy will be subject to appropriate disciplinary action.

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 reasonable
2 accommodation will be kept confidential and only be used to help provide the person who
3 requests a reasonable accommodation an equal opportunity to enjoy housing.

4 ***

5 Any action taken by an agent, manager, employee, or representative that results in unequal
6 service to, treatment of, or behavior toward tenants or applicants on the basis of race, color,
7 religion, national origin, citizenship or immigration status, sex, sexual orientation, marital status,
8 familial status, honorably discharged veteran or military status, or disability may constitute a
9 violation of state and/or federal fair housing laws. Any applicant or tenant who believes that any
10 of the above policies have been violated may contact the Washington Attorney General's office
11 toll-free at (844) 323-3864 or the Washington State Human Rights Commission at
12 (800) 233- 3247.
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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. Abdi Ali and Amina Mohamed, on their own behalf and on behalf of their minor daughter, S.M. v. Andrea Elkins and Elkins Distribution, Inc.*, King County Superior Court, Case No. 21-2-16833-3 KNT, and the Nondiscrimination and Reasonable Accommodation Policy adopted by Andrea Elkins and Elkins Distribution, Inc. 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
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