

Honorable Benjamin H. Settle

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff

v.

LINDA BARBER, BERT BARBER,
and LORI THOMPSON,

Defendants.

CASE NO. 3:13-cv-05539

CONSENT DECREE

I. INTRODUCTION

1. The United States filed this action on July 1, 2013, on behalf of Diana Alton, pursuant to the Fair Housing Act, 42 U.S.C. §§ 3612(o) and 3614(a) (hereinafter “the Act”). The Complaint alleges that Defendants violated 42 U.S.C. § 3604(f)(2) and (f)(3)(B), 42 U.S.C. § 3617, and 42 U.S.C. § 3614(a).

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Case No. 3:13-cv-05539

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave., N.W. - NWB
Washington, D.C., 20530
(202) 353-9491

1 equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. §

2 3604(f)(3)(B); and;

- 3 d. Coercing, intimidating, threatening, or interfering with persons in the exercise of
4 enjoyment of, or on account of their having exercised or enjoyed, or on account of their
5 having aided or encouraged any other person in the exercise of enjoyment of, any right
6 granted or protected by the Fair Housing Act, in violation of 42 U.S.C.
7 § 3617.

8 **III. REASONABLE ACCOMMODATION POLICY**

9 6. Defendants will adopt the Reasonable Accommodation Policy (hereinafter “the Policy”)
10 set forth in Attachment A. The effective date of adoption will be the date of entry of this Consent
11 Decree.

12 7. No later than thirty (30) days after entry of this Consent Decree, Defendants shall
13 furnish each employee, agent or other person responsible for the rental or management of units owned
14 and/or managed by Defendants with a copy of this Consent Decree and the Policy (in the form of
15 Attachment A). Each employee, agent, or other person covered by this Paragraph shall sign a
16 statement in the form of Attachment B acknowledging that he or she has received, read, and
17 understands this Consent Decree, and declaring that he or she will perform his or her duties in
18 accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

19 8. During the term of this Consent Decree, new employees or agents who have
20 responsibility related to renting or managing the units that Defendants own and/or manage shall be
21 provided a copy of this Consent Decree and the Policy (in the form of Attachment A) at the

1 commencement of their employment or agency and execute the statement contained in Attachment B
2 no later than fifteen (15) days following their first day of employment.

3 **IV. MANDATORY EDUCATION AND TRAINING**

4 9. Within sixty (60) days of the entry of this Consent Decree, Defendants shall attend, at
5 Defendants' expense, a training program regarding the Fair Housing Act, including its disability
6 discrimination provisions. The training shall be conducted by a qualified third party, approved in
7 advance by the United States, and unconnected to Defendants, their employees, agents, or counsel. A
8 training such as the Fair Housing Training webinar offered by the Department of Housing and Urban
9 Development Region X on December 17, 2014 will satisfy the training requirement.

10 10. Defendants shall provide verification that they completed such training.

11 11. Alternatively, Defendants may satisfy the requirements of this section by providing
12 proof that they have attended a qualified training approved by the United States within the six (6)
13 months preceding entry of this Consent Decree.

14 **V. NONDISCRIMINATION POLICIES**

15 12. Within thirty (30) days of the date of entry of this Consent Decree and throughout its
16 term, Defendants shall include on their application to rent a statement indicating that all units are
17 available for sale or rental on a nondiscriminatory basis. A document attached to the rental application
18 that comports with 24 C.F.R. Part 110 will satisfy this requirement.

19 13. Throughout the term of this Consent Decree, Defendants shall ensure that any new
20 advertising for the rental units that they own and/or manage in newspapers, in telephone directories, on
21 radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other
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1 promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider,"
2 or the following sentences:

3 We are an Equal Opportunity Housing Provider. We do not discriminate
4 on the basis of race, color, national origin, religion, sex, familial status or
disability.

5 **VI. REPORTING AND RECORD-KEEPING**

6 14. Defendants shall notify and provide documentation to the United States of the following
7 events within three (3) months of the entry of this Decree and every three (3) months thereafter for the
8 duration of the Decree:¹

- 9 a. The application including the nondiscrimination statement required in Paragraph
10 12;
- 11 b. The execution of Attachment B, including original signed copies;
- 12 c. The training attended pursuant to Paragraph 9, including the verification
13 required in Paragraph 10;
- 14 d. Any change to Defendants' rules or practices affecting the keeping of assistance
15 animals at the rental properties they own and/or manage;
- 16

17 ¹ Copies of all correspondence required to be sent to the United States under the provisions of this Decree shall be
18 sent to the following:

19 (1) Chief, Housing and Civil Enforcement Section, U.S. Department of Justice, Attn: DJ # 175-82-151, at one of
the following addresses:

20 Regular U.S. Mail: 950 Pennsylvania Avenue, N.W. - NWB
Washington, D.C. 20530
21 Overnight Mail: 1800 G Street, N.W.
Washington, D.C. 20006

22 (2) Patricia D. Gugin, Assistant United States Attorney, U.S. Attorney's Office, 1201 Pacific Ave., Suite 700,
Tacoma, Washington 98402.

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1 e. Any action taken by Defendants regarding a request by a resident or person who
2 submits a rental application to keep an assistance animal, including the
3 resident's name, address, and telephone number, the details of the request, and
4 what action Defendants have taken, such as granting or denying the request or
5 seeking additional information, and, in the event that the request was not
6 granted, the reason(s) why not; and

7 f. Any written complaint against Defendants regarding discrimination on the basis
8 of disability involving an assistance animal, including a copy of the written
9 complaint itself, and the name, address, and telephone number of the
10 complainant. Defendants shall also promptly provide the United States with
11 information concerning resolution of the complaint.

12 15. During the effective period of this Decree, Defendants shall preserve all records relating
13 to their obligations under Section VI of this Consent Decree.

14 **VII. MONETARY RELIEF**

15 16. No later than forty-five (45) days after the date of entry of this Consent Decree,
16 Defendants shall pay the total sum of twenty thousand dollars (\$20,000) in monetary damages to Diana
17 Alton by delivering one check payable to Ms. Alton to counsel for the United States.

18 17. As a prerequisite to receiving such payment, Ms. Alton shall execute and deliver to
19 counsel for the United States a release of all claims, legal or equitable, that she may have against
20 Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of
21 Attachment C. Counsel for the United States shall deliver the original release form to counsel for
22 Defendants.

1 26. No later than thirty (30) days after the entry of this Consent Decree, Defendants shall
2 pay a total of five thousand dollars (\$5,000) to the United States for the benefit of the public interest.

3 **IX. JURISDICTION, SCOPE, AND DURATION**

4 28. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction
5 over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

6 29. This Consent Decree is effective immediately upon its entry by the Court and shall
7 remain in effect for eighteen (18) months from the date of entry.

8 30. After entry of this Consent Decree, the case will be dismissed with prejudice. In the event
9 of a failure by any party to perform in a timely manner any act required by this Consent Decree, or to
10 comply with the Consent Decree, any party may move this Court to enforce the Decree consistent with
11 applicable law.

12 31. Any time limits for performance imposed by this Decree may be extended by mutual
13 written agreement of the parties. The parties will not unreasonably withhold consent to extend time
14 limits for performance imposed by the Decree.

15 32. The United States may move the Court to extend the period in which this Decree is in
16 effect if it believes that any Defendant has likely violated one or more terms of this Decree. The period
17 shall only be extended by the Court if a violation has been found by the Court.

18 33. The parties to this Decree shall notify the other party in writing of any dispute or
19 difference regarding interpretation and compliance with this Decree, whether willful or otherwise. The
20 parties to this Decree shall endeavor in good faith to resolve informally any differences regarding
21 interpretation of and compliance with this Decree prior to bringing such matters to the Court for
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1 resolution. However, in the event that no resolution is reached, the United States may move the Court
2 to impose any remedy authorized by law or equity.

3 **X. COSTS OF LITIGATION**

4 34. All parties shall be responsible for their own attorney's fees and costs associated with
5 this action but for those fees previously ordered by the Court. *See* Dkt. 59 & 120.

6 **XI. TERMINATION OF LITIGATION HOLD**

7 35. The parties agree that, as of the date of the entry of this Decree, litigation is not
8 "reasonably foreseeable" concerning the matters described in Paragraphs 1-2. To the extent that either
9 party previously implemented a litigation hold to preserve documents, electronically stored
10 information, or things related to the matters described in Paragraphs 1-2, the party is no longer required
11 to maintain such a litigation hold. Nothing in this Paragraph relieves either party of any other
12 obligations imposed by this Consent Decree.

13 **IT IS SO ORDERED:**

14 This 2 day of November 2014.



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16 BENJAMIN H. SETTLE
17 United States District Court Judge
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1 The undersigned hereby apply for and consent to the entry of this Consent Decree:

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3 For the United States:

4 Dated: October 31, 2014

5 ANNETTE L. HAYES
6 Acting United States Attorney

VANITA GUPTA
Acting Assistant Attorney General

7 PATRICIA D. GUGIN WSBA #43458
8 Assistant United States Attorney
9 1201 Pacific Avenue
10 Tacoma, WA 98402
11 Phone: 253-428-3832
12 Fax: 253-428-3826
13 Email: pat.gugin@usdoj.gov

s/ Andrea K. Steinacker
STEVEN H. ROSENBAUM
Chief
SAMEENA SHINA MAJEED
Deputy Chief
CARRIE PAGNUCCO, NY Bar, DC Bar
#1000551
ANDREA K. STEINACKER, WSBA
#35688
KATHRYN LADEWSKI, MI Bar
#P74431
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW
Northwestern Building, 7th Floor
Washington, D.C. 20530
Phone: (202) 305-0744
Fax: (202) 514-1116
Email: andrea.steinacker@usdoj.gov

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1 For Defendants Linda Barber, Bert Barber, and Lori Thompson:

2 Dated: October 31, 2014

3

s/ Chelsea C. Baldwin

4 Chelsea C. Baldwin
Walstead Mertsching, PS
5 Civic Center Building Third Floor
1700 Hudson Street
6 P.O. Box 1549
Longview, WA 98632
7 Baldwin@walstead.com

8 s/ Kimberly Larsen Rider

Rory W. Leid, III
9 Kimberly Larsen Rider
A. Elyse Conte
10 Cole, Wathen, Leid & Hall, P.C.
303 Battery Street
11 Seattle, WA 98121
rleid@cwllaw.com
12 krider@cwllaw.com
econte@cwllaw.com

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ATTACHMENT A
Reasonable Accommodation Policy

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Linda Barber, Bert Barber, and Lori Thompson (hereinafter "Management") are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at the rental units that they own and/or manage.

Reasonable accommodations may include waiving or varying Management's rules or policies to allow a resident with a disability to keep an "Assistance Animal." An Assistance Animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that alleviates one or more symptoms or effects of a person's disability. The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not pets under Management's policies, and Assistance Animals will be governed by this policy. Management recognizes the importance of Assistance Animals and are dedicated to ensuring that residents of the rental units that Management owns and/or manages may keep Assistance Animals in their units.

A. Resident Requesting Assistance Animals for Emotional Support

If a resident with a disability requests a reasonable accommodation for an Assistance Animal, Management must determine whether the animal provides assistance needed by that resident to afford him or her an equal opportunity to use and enjoy the rental unit. Many times, both the disability and the assistance provided by the Assistance Animal is obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility impairment. If this is the case, no further inquiry will be made and Management will grant the resident the reasonable accommodation.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of the resident's disability, Management may require a written statement from a health or social service professional² indicating:

² "Health or social service professional" means a person who provides medical care, therapy, or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

- 1 i. That the applicant has a disability,³
- 2 ii. That the animal would provide emotional support or other assistance that would
- 3 alleviate one or more symptoms or effects of the disability; and
- 4 iii. The animal is necessary for the disabled person to have equal opportunity to use and
- 5 enjoy the dwelling.

6 B. Residents Requesting Assistance Animal that Does Work or Performs Tasks.

7 In the case of a resident who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability, Management may require that the resident provide:

- 8 i. A written statement from a health or social service professional indicating that the
- 9 person has a disability, and
- 10 ii. Information that the animal has been individually trained to do work or perform tasks
- 11 that would alleviate one or more symptoms or effects of the disability, or information
- 12 that the animal, despite lack of individual training, is able to do work or perform tasks
- 13 that would alleviate one or more symptoms or effects of the disability.

14 C. Residents Requiring Both.

15 In the case of an Assistance Animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a person with a physical disability, Management may require compliance with either of the two preceding sections immediately above, but not both.

16 D. No Compliance Provisions.

17 Management will not require compliance with any of the following requirements:

- 18 i. In the case of an Assistance Animal that provides emotional support or other assistance
- 19 that alleviates one or more symptoms or effects of a disability, that the animal be
- 20 trained as an emotional support animal or have a certification of its efficacy;

21 ³ Under the federal Fair Housing Act, a person with a disability is defined as a person who has

22 a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment.

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- 2 ii. That the written statement from the resident's health or social service professional be
3 completed on a form provided by Management. This does not prohibit Management
4 from providing the "Form to Request an Assistance Animal" to any resident requesting
5 an accommodation; or
- 6 iii. That the resident or health or social service professional be required to sign any
7 document related to the reasonable accommodation request under penalty of perjury.
8 Moreover, Management will not use the threat of court proceedings or any other
9 measure to dissuade residents or health or social service professionals from making a
10 reasonable accommodation request.

11 In processing requests for Assistance Animals, Management will take reasonable measures to
12 protect the confidentiality of any information or documentation disclosed in connection with the
13 requests. Such measures may include limiting access to such information to persons specifically
14 designated to deal with requests for reasonable accommodations, who will disclose information only to
15 the extent necessary to determine whether to grant the request, and keeping all written requests and
16 accompanying documentation in a secure area to which only those designated persons have access,
17 except as otherwise required by law.

18 It is the responsibility of a person with a disability to inform Management as to the need for an
19 Assistance Animal, and to request a reasonable accommodation and provide any required
20 documentation. A person with a disability may request a reasonable accommodation orally, but it will
21 be more helpful to make it in writing. To that end, Management has adopted a "Form to Request An
22 Assistance Animal" (attached to this Policy) which a person with a disability can use to make a
23 reasonable accommodation request for an Assistance Animal.

24 If the applicant requires assistance in completing the form, the applicant may get assistance in
25 filling out the form. Management has decided to use the form to record reasonable accommodation
26 requests so that they obtain only the information necessary to make a reasonable accommodation
27 decision and do not obtain confidential information that they do not need to make a reasonable
28 accommodation decision.

29 Once a completed request with any required documentation is received, Management will
30 provide a response within fourteen days. Prior to denying a request, Management will attempt to
31 engage in an interactive process with the person making the request in which the parties discuss
32 possible alternative accommodations that might effectively meet the person's disability-related needs.
33 Management recognizes that a person with a disability is generally in the best position to know
34 whether or not a particular accommodation will be effective in meeting his or her needs. If a request is
35 denied, an explanation for the denial will be included in the written notification of denial. If a person
36 with a disability believes that a request has been denied unlawfully or that the response is delayed
37 unreasonably, he or she may file a complaint with:

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U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW
Washington, DC 20410
(800) 669-9777
<https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>

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FORM TO REQUEST AN ASSISTANCE ANIMAL

The federal Fair Housing Act requires that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. We are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at the apartments that we own and manage.

Under the Fair Housing Act, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Reasonable accommodations may include waiving or varying our rules or policies to allow a resident to keep an Assistance Animal. An Assistance Animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that alleviates one or more symptoms or effects of a person's disability.

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy a dwelling unit at the apartment buildings that we own and manage, please complete this form and return it to us. Please check all items that apply and answer all questions. We will answer this request in writing within 14 days. All information provided to us in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call us at [telephone number] for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

Yes No

If your answer is "Yes," and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is "No," continue on to Question No. 2.

2. Today's Date: _____

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3. I am (please check one):

The person who has a disability and is requesting an Assistance Animal. If so, continue to Question 4.

A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal. Please fill out the information below:

Name of person filling out form: _____
Address: _____
Telephone number: _____
Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

Phone number: _____
Address: _____

5. Is the person with a disability who is requesting an Assistance Animal doing so so that he or she can have an equal opportunity to use and enjoy their dwelling?

Yes No

6. Designate the species of animal for which you are making a reasonable accommodation request e.g., "dog," "cat," :

7. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

8. Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?

Yes No (If "No," continue to Question 9)

If the answer is yes:

(a) provide a statement from a health or social service professional indicating that you have a disability (i.e. you have a physical or mental impairment that substantially limits one or more major life activities); and

(b) explain below how the animal has been trained to do work or perform tasks that alleviate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would alleviate one or more symptoms or effects of your disability:

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6 You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

7 9. If the animal for which you are making a reasonable accommodation request does not perform
8 work or do tasks for you because of your disability, but provides emotional support or alleviates one or
9 more symptoms or effects of your disability, please submit a statement from a health or social service
10 professional stating that (a) you have a disability (i.e. you have a physical or mental impairment that
substantially limits one or more major life activities); and (b) the animal would provide emotional
support or other assistance that would alleviate one or more symptoms or effects of your disability and
how the animal alleviates the symptoms or effects. Please attach such a statement to this application.

11 _____ Date _____
Signature of person making request

12 _____ Date _____
13 Signature of person with disability

14 *TO BE COMPLETED BY MANAGEMENT*

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16 Form accepted by: _____

17 Date _____

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Signature

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ATTACHMENT B
Certification of Receipt of Consent Decree

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the Western District of Washington in *United States v. Linda Barber, Bert Barber, and Lori Thompson*, Civil Action No. 3:13-cv-5539 (W.D. Wash.). I further certify that I have read and understand the Decree, that any questions I had concerning the Decree were answered, and that I understand that some or all of the Defendants may be sanctioned or penalized if I violate the Decree.

(Signature)

(Printed name)

(Title)

(Date)

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ATTACHMENT C
Release of Claims

In consideration of the Consent Decree entered in *United States v. Linda Barber, Bert Barber, and Lori Thompson*, Civil Action No. 3:13-cv-05539 (W.D. Wash.), and of the payment of the sum of \$20,000.00 to me pursuant to that Consent Decree, I hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated:

Signature

Printed Name

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