

## **COOPERATION AGREEMENT**

THIS COOPERATION AGREEMENT (“Agreement”) is made by and between The Equal Rights Center (the “ERC”) on the one hand, and Vesta Corporation (“Vesta Corp.”), Vesta Management DC LLC (“Vesta Management”), 800 Southern Avenue LLC (“800 Southern”), Vesta Maplewood, LLC (“Maplewood”), Vesta Avalon LLC (“Avalon”), and Vesta D.C. III, LLC (“D.C. III,” and collectively “Vesta”) on the other hand. The ERC and Vesta are collectively referred to as the “Parties.”

### **RECITALS**

**WHEREAS**, certain disputes have arisen between the Parties regarding Vesta’s rental policies and its compliance with the D.C. Consumer Protection Procedures Act (“DCCPPA”) arising from Vesta’s alleged refusals to rent available units on the basis of source of income, eviction history, and criminal record history at Subject Properties (as defined in Paragraph 2 below); and

**WHEREAS**, the ERC filed a complaint before the Superior Court of the District of Columbia, case number 2024-CAB-002566 (hereinafter referred to as the “DC Superior Case”), alleging a policy or practice in violation of the DCCPPA; and

**WHEREAS**, Vesta denies the allegations in the DC Superior Case; and

**WHEREAS**, the Parties desire to fully and finally resolve all actual and potential claims by or on behalf of the ERC against Vesta raised in the DC Superior Case, arising on or before the Effective Date as defined below (the “Claims”); and

**WHEREAS**, the ERC and Vesta wish to resolve the Claims amicably and expeditiously in order to avoid the time, expense, and uncertainty of litigation.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AGREEMENTS, AND OTHER UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

### **A. DEFINITIONS**

In addition to the terms that are defined elsewhere herein, the following terms shall have the following meanings;

1. **“Effective Date”** means the date on which the ERC and Vesta execute the Agreement, whichever is the later date;
2. **“The Subject Properties”** means multi-family rental properties in the District of Columbia for which Vesta serves as the owner, leasing agent or property manager.

**B. SCOPE AND APPLICABILITY**

3. This Agreement applies to all Claims arising on or before the Effective Date.

**C. TERM**

4. The term of this Agreement will be from the Effective Date through three (3) years from that date.

**D. NON-DISCRIMINATION POLICIES AND PRACTICES**

5. Prohibition Against Future Discrimination: Vesta shall not discriminate against prospective renters on any of the bases prohibited by federal, state or local law. Such prohibition shall include:
  - a) a prohibition against discrimination on the basis of a prospective tenant's use of a Housing Choice Voucher and/or other forms of income-based housing subsidies as a source of income to pay for some or all of the monthly rent;
  - b) a prohibition against minimum income requirements for prospective tenants seeking to rent with the assistance of an income-based housing subsidy;
  - c) a prohibition against considering the credit score or lack thereof of a prospective tenant seeking to rent with the assistance of an income-based housing subsidy; and
  - d) a prohibition against consideration of credit issues for prospective tenants seeking to rent with the assistance of an income-based housing subsidy if such credit issues arose during a period in which the prospective tenant did not have an income-based housing subsidy if Vesta could reasonably have known the date of receipt of the income-based housing subsidy;
  - e) a prohibition against consideration of non-payment or late payment of rent for prospective tenants seeking to rent with the assistance of an income-based housing subsidy if such rent payment issues arose during a period in which the prospective tenant did not have an income-based housing subsidy if Vesta could reasonably have known the date of receipt of the income-based housing subsidy;
  - f) a prohibition against consideration of any previous eviction action if the action did not result in a judgment for possession in favor of the housing provider;
  - g) a prohibition against consideration of any previous action for eviction that occurred three or more years prior to the tenant's application for housing;
  - h) a prohibition against consideration of any breach of a lease by a prospective tenant if the alleged breach took place more than three years ago;
  - i) a prohibition against inquiry into a prospective tenant's criminal history prior to a conditional offer of tenancy being made;
  - j) If a conditional offer of tenancy is made, Vesta's inquiry into the prospective tenant's criminal history shall be limited to.

- a. The past seven years of the prospective tenant's criminal history; and
  - b. Pending charges or criminal convictions that are on the list of crimes in D.C. Code § 42-3541.02(d)
- k) Vesta may withdraw a conditional offer of tenancy based on a pending criminal accusation or conviction only if the pending criminal accusation or conviction (i) occurred within the last seven years and (ii) is on the list of crimes in D.C. Code § 42-3541.02(d). Additionally, to withdraw the conditional offer of tenancy, Vesta must determine, on balance, that the withdrawal achieves a substantial, legitimate, nondiscriminatory interest, considering the factors in D.C. Code § 42-3541.02(e)(2)
  - l) If Vesta withdraws a conditional offer, it shall provide the applicant with written notification that includes, with specificity, the reason or reasons for the withdrawal of the conditional offer and a notice that advises the applicant of the applicant's right to file an administrative complaint with the Office of Human Rights;
  - m) If, within 20 days after Vesta's notice of withdrawal of a conditional offer, an applicant requests that Vesta provide the applicant with a copy of information relied on in considering the applicant, Vesta shall provide all such information, including criminal records, free of charge, within 10 business days of such request;
  - n) a prohibition against consideration of criminal convictions not within the list of convictions that can be considered under the Fair Criminal Record Screening for Housing Act;
  - o) a prohibition against consideration of criminal convictions of a prospective tenant that occurred more than 7 years prior to the application; and
  - p) A prohibition against consideration of criminal history other than criminal convictions within seven years that appear on the list of convictions that can be considered under the Fair Criminal Record Screening for Housing Act.
6. Notwithstanding the prohibitions described in paragraph 5 of the Agreement, nothing in this Agreement shall require Vesta to act in violation of any amendments to the D.C. Code that may take effect after the Effective Date of the Agreement, and nothing in this Agreement shall relieve Vesta of any obligations it may have resulting from any amendments to the D.C. Code that may take effect after the Effective Date of the Agreement.

7. Tenant Screening Policy:

- a. Within fourteen (14) days of the Effective Date, Vesta shall provide to the ERC a revised tenant screening policy and criteria (collectively, the "Tenant Screening Policy"). This Policy shall include the following statements:

"[INSERT NAME OF PROPERTY] complies with the Fair Housing Act of 1968 as amended, as well as state and local law. In Washington, D.C., discrimination in the sale or rental of housing based on, among

other things, lawful source of income, is prohibited. [INSERT NAME OF PROPERTY] complies with all applicable federal, state and local laws pertaining to the use of Housing Choice Vouchers, Rapid Rehousing Subsidies and other forms of income-based housing subsidies as a source of income, including laws regarding application of minimum income requirements, credit scores and credit issues.

[INSERT NAME OF PROPERTY] also complies with all applicable federal, state and local laws regarding the application of criminal background checks and prior eviction screenings.”

- b. Within thirty (30) days of the Effective Date, Vesta will confirm to ERC that it has distributed the Tenant Screening Policy to the following persons/entities: (1) all employees engaged in the management or leasing of apartments at the Subject Properties; (2) all employees involved in the screening of applicants for apartments at the Subject Properties; and (3) third party screening companies engaged in the screening of applicants for the Subject Properties. If Vesta makes any substantive changes to the Tenant Screening Policy, it will, within ten (10) business days after making those changes, distribute the revised Tenant Screening Policy to the persons/entities identified above and the ERC.
- c. Vesta will, with respect to the Subject Properties:
  - i. Request that prospective tenants disclose (a) their voucher status prior to the running of any background checks; and (b) the date when a prospective tenant’s use of a voucher began;
  - ii. Require that any background screening service used by Vesta include the dates on which any credit-related issues of a prospective tenant arose and that Vesta staff are adequately trained to apply such information in compliance with local law (with the Parties agreeing that the training being provided by the ERC hereunder will satisfy such requirement);
  - iii. Ensure that all prospective tenant screening procedures comply with the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 and the Fair Criminal Record Screening for Housing Act, and that all staff who interact with potential applicants are adequately trained in such procedures (with the Parties agreeing that the training being provided by ERC hereunder will satisfy such requirement); and
  - iv. Provide all prospective tenants with a written copy of all eligibility criteria used to decide whether or not to rent to a prospective tenant before accepting an application fee.

**E. EMPLOYEE TRAINING**

8. **Fair Housing Training:** Vesta shall agree to fair housing training for leasing agents and/or property management staff formally or informally involved in the rental process at all Subject Properties (the “Training Group”). The ERC will provide such training on an annual basis for each of the years of the term of the Agreement. The training will consist of the following:
  - a. Three hours of fair housing instruction led by civil rights content area specialists and industry practitioners in addressing fair housing, civil rights, source of income, and race related matters;
  - b. The course content covers (i) the background and history of the Fair Housing Act and other laws that impact housing in the District of Columbia; (ii) a discussion of protected classes under federal and District of Columbia law; (iii) common scenarios related to fair housing compliance; and (iv) race, criminal history, eviction, and source of income specific protections afforded under federal and District of Columbia fair housing laws.;
  - c. A question & answer portion, which will allow time for Vesta staff to gain insight on fair housing issues and best practices as needed, including race and source of income as protected classes; and
  - d. Training will be delivered in an interactive manner and suitable for a diverse audience group.
9. The first training session will take place within four months of the Effective Date, and every 12 months thereafter at times mutually agreeable to the Parties.

**F. MONETARY PAYMENT AND RELEASE**

10. Vesta shall provide the ERC a monetary payment in the amount of \$150,000.00 (the “Settlement Amount”), which includes compensation for the ERC’s attorneys’ fees and costs and the cost of future fair housing training provided for in the Agreement. Within thirty (30) days of the Effective Date and after receipt of an executed W-9 Form from ERC’s Counsel, Vesta will make the Settlement Amount payment described above by check payable to Handley Farah & Anderson PLLC. An IRS Form 1099-MISC shall be issued to ERC’s Counsel. Within three (3) days of the clearance of the Settlement Payment, ERC will dismiss the DC Superior Case with prejudice.
11. In consideration of the Settlement Amount and other consideration, ERC agrees to release Vesta, its past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans, equity plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns

individually and in their official capacities (collectively referred to herein as “Releasees”), jointly and severally, from the claims in the D.C. Superior Case, provided however, that this release shall not apply to the enforcement of this Agreement.

**G. AFFIRMATIVE MARKETING**

12. **Affirmative Marketing:** Vesta will revise the Subject Properties’ websites to list all eligibility criteria for housing applicants. Such revisions will also include the following statements: (1) there is no minimum credit score requirement for any applicant, and credit score is one of many factors to be considered; (2) if an applicant has a federal, state, or local housing voucher, credit scores will not be considered; (3) there are no minimum income requirements for recipients of federal, state, or local housing vouchers; (4) credit issues may not be considered for any applicant with a federal, state, or local housing voucher if such credit issues arose during a period in which the prospective tenant did not have a housing voucher; and (5) applicants may provide evidence demonstrating inaccuracies within any criminal record or evidence of rehabilitation or other mitigating factors. Vesta will include the following information on the Subject Properties’ websites: Vesta will not deny applicants based on sealed eviction records and/or evictions filed three or more years ago, and Vesta will not deny applicants based on a criminal history if more than seven years old. Vesta will provide ERC with notice of any proposed changes to the Subject Properties’ websites that pertain to tenant screening criteria at least thirty (30) days before making such changes, and Vesta will consider in good faith any comments from ERC about those changes.
13. **Voucher Liaison:** Vesta will designate at least one employee to be the housing voucher liaison for the Subject Properties. The housing voucher liaison will become familiar with the process for D.C.’s Housing Choice Voucher program and any other applicable housing vouchers, as well as changes regarding these vouchers. Vesta shall notify the ERC of the name of this individual.

**H. DISPUTE RESOLUTION**

13. To the extent the ERC alleges that Vesta may have violated a federal, state or local fair housing law during the Term of the Agreement, the ERC will notify Vesta in accordance with paragraph 20 of the Agreement that such alleged violation has occurred and the ERC’s requested cure for that alleged violation. Vesta shall have a period of 30 business days to cure the alleged violation or offending conduct or to otherwise demonstrate to the ERC why the alleged conduct should not be considered a violation or why an alternative means of curing the violation is a sufficient solution.

**I. OTHER PROVISIONS**

14. **Nonadmission of Wrongdoing:** The Parties acknowledge and agree that this Agreement is entered into as a compromise to avoid the time and expense of

litigating ERC's claims and the defenses asserted by Vesta. The Parties also agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purposes as an admission of wrongdoing.

15. Entire Agreement: This Agreement constitutes the entire agreement between the Parties on the matters addressed herein, and the Parties expressly agree that it supersedes and controls any and all prior communications, whether oral or written, between the Parties regarding the matters addressed herein.
16. Governing Law/Disputes: This Agreement shall be governed by the laws of the District of Columbia without regard to its principles of conflicts of law that would require the application of the laws of any other jurisdiction. If a dispute arises between the Parties concerning this Agreement, then the Parties will confer, as soon as practicable, in an attempt to resolve the dispute. If the Parties are unable to resolve such dispute amicably, then the Parties will submit to the exclusive jurisdiction of, and venue in, the Superior Court of the District of Columbia.
17. Public Document: The Agreement shall be a public document and shall not be subject to any confidentiality restrictions.
18. Press Release: The ERC will issue one press release, a copy of which is attached as Exhibit A to this Agreement, regarding the resolution of this matter. Although nothing herein shall restrict any Party or their respective counsel from commenting to the press with respect to this matter, other than the Press Release attached as Exhibit A, the ERC will issue no other press releases concerning the resolution of this matter.
19. Modification: This Agreement may be modified only by writing signed by the Parties.
20. Communications Among the Parties: All notices, demands, and other communications to be provided pursuant to this Agreement shall be in writing and sent by electronic and regular mail, postage prepaid or by Federal Express to the following persons and addresses (or other such persons or addresses as the Parties may designate from time to time in writing):
  - a. For the ERC:

Kate Scott  
Executive Director  
The Equal Rights Center  
820 First St. NE, LL160  
Washington, DC 20002  
Telephone: 202-370-3220  
[KScott@equalrightscenter.org](mailto:KScott@equalrightscenter.org)

With a copy to:

Matthew Handley  
Handley Farah & Anderson  
PLLC  
1050 Connecticut Avenue, NW  
Suite 500  
Washington, DC 20036  
Telephone: 202-559-2411  
[mhandley@hfajustice.com](mailto:mhandley@hfajustice.com)

b. For Vesta:

Matthew Nieman  
Anna Margolis  
11790 Sunrise Valley Drive, Suite 400  
Reston, VA 20191  
Telephone: 703-483-8331  
[Matthew.Nieman@jacksonlewis.com](mailto:Matthew.Nieman@jacksonlewis.com)  
[Anna.Margolis@jacksonlewis.com](mailto:Anna.Margolis@jacksonlewis.com)

21. Waiver: Failure of any party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such party's rights or remedies or a waiver by such party of any default by another Party in performance or compliance with any terms of this Agreement.
22. Authority: Each signatory warrants that he or she is competent and possesses the full and complete authority to covenant to this Agreement on behalf of the Party that he or she represents.
23. Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

Equal Rights Center

Signed by:  
By:   
B1B79030F287433...  
12/2/2025  
Kate Scott – Executive Director

Vesta Corporation

By: \_\_\_\_\_

Vesta Management DC, LLC

By: \_\_\_\_\_

800 Southern Avenue, LLC

By: \_\_\_\_\_

Vesta Maplewood, LLC

By: \_\_\_\_\_

Vesta Avalon, LLC

By: \_\_\_\_\_

Vesta D.C. III, LLC

By: \_\_\_\_\_

Equal Rights Center

By: \_\_\_\_\_  
Kate Scott – Executive Director

Vesta Corporation

By: Aaron Greenblatt

12/5/2025

Vesta Management DC, LLC

By: Aaron Greenblatt

12/5/2025

800 Southern Avenue, LLC

By: Aaron Greenblatt

12/5/2025

Vesta Maplewood, LLC

By: Aaron Greenblatt

12/5/2025

Vesta Avalon, LLC

By: Aaron Greenblatt

12/5/2025

Vesta D.C. III, LLC

By: Aaron Greenblatt

12/5/2025