

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

EQUAL RIGHTS CENTER,

PLAINTIFF,

v.

**BELMONT CROSSING APARTMENTS, ET
AL.,**

DEFENDANTS.

CIVIL ACTION NO: 2017 CA 003774 B

JUDGE JOHN M. CAMPBELL

NEXT EVENT: DECEMBER 21, 2018
STATUS CONFERENCE HEARING

**CONSENT MOTION TO APPROVE AND ENTER
CONSENT AGREEMENT AND INJUNCTION AND TO VACATE STATUS HEARING**

Plaintiff Equal Rights Center and Defendants Belmont Crossing Apartments, LLC and Oakmont Management Group, LLC have entered into a Consent Agreement and Injunction intended to resolve this litigation. The parties herby jointly move the court to (1) approve the Consent Agreement and Injunction, attached hereto as Exhibit A; and (2) vacate the Status Hearing that is currently scheduled for December 21, 2018 at 10:30 a.m.

Dated: December 14, 2018

For Plaintiff, The Equal Rights Center

For Defendants, Belmont Crossing Apartments,
LLC and Oakmont Management Group, LLC

MORRISON & FOERSTER LLP

ECCLESTON & WOLF, P.C.

/s/ G. Brian Busey

G. Brian Busey (D.C. Bar No. 366760)
Timothy P. Gallivan (D.C. Bar No. 1026317)
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2000 Pennsylvania Ave., NW
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/s/ Justin M. Flint

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WASHINGTON LAWYERS' COMMITTEE
FOR CIVIL RIGHTS AND URBAN
AFFAIRS

/s/ Catherine Cone

Catherine Cone (D.C. Bar No. 1032267)

Brook Hill (D.C. Bar No. 1044120)

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Hannah Lieberman (D.C. Bar No. 336776)

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Exhibit A

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CONSENT AGREEMENT AND INJUNCTION

This Consent Agreement and Injunction (“Consent Agreement” or “Agreement”) is entered into by and among The Equal Rights Center (the “ERC” or the “Plaintiff”) and Belmont Crossing Apartments, LLC (“Belmont”) and Oakmont Management Group, LLC (“Oakmont”) (Belmont and Oakmont collectively, the “Defendants”) (the ERC and the Defendants collectively, the “Parties”, and each individually, a “Party”), and made effective as of the Effective Date (as defined in Paragraph 2 below).

RECITALS

WHEREAS, on May 31, 2017, the ERC filed a complaint before the Superior Court of the District of Columbia, Civil Case Number 2017 CA 003774 B (hereinafter referred to as the “DC Superior Court Case”) alleging that (1) Defendants unlawfully refused to rent units to applicants who wished to pay for all or a portion of their housing costs using short-term subsidies in violation of the District of Columbia Human Rights Act’s prohibitions against housing discrimination on the basis of source of income, see D.C. Code § 2.1402.21(a)(1); and (2) Defendants made unlawful discriminatory statements with respect to proposed real estate transactions by telling prospective tenants that they would not accept short-term subsidies, see D.C. Code § 2-1402.21(a)(5) (collectively, the “D.C. Human Rights Act Claims”).

WHEREAS, on April 13, 2018, the ERC filed a Motion for Summary Judgment on the D.C. Human Rights Act Claims against Defendants.

WHEREAS, on October 22, 2018, Judge Campbell granted the ERC’s Motion for Summary Judgment on the D.C. Human Rights Act Claims against Belmont and Oakmont,

WHEREAS, the ERC and Defendants wish to resolve the remainder of this case amicably,

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and other undertakings set forth herein, and for other good and valuable consideration outlined herein, the receipt and sufficiency of which are acknowledged, the Parties mutually agree; and

It is hereby **ORDERED, ADJUDGED AND DECREED** that:

A. DEFINITIONS

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

1. “**DCHRA**” means Section 2-1402.21 *et seq.* of the D.C. Human Rights Act of 1977, as amended;
2. “**Effective Date**” means the date on which the ERC and the Defendants execute the Agreement, whichever is the later date;
3. “**ERC Claims**” mean all actual claims raised by or on behalf of the ERC in the DC Superior Court Case against Defendants on or before the Effective Date as defined above, including any claim for attorneys’ fees and costs incurred in connection therewith.

B. SCOPE AND APPLICABILITY

4. This Agreement applies to the ERC Claims arising on or before the Effective Date.

C. NON-DISCRIMINATION INJUNCTION AND NON-DISCRIMINATION POLICY

5. Injunction Prohibiting Future Discrimination: Defendants shall be, and are hereby enjoined from discriminating against current or prospective tenants on any of the bases prohibited by the DCHRA, including discrimination on the basis of source of income. Source of income includes the use of any short-term or temporary subsidy or voucher as payment for all or a portion of rent or security deposit payments at any property managed or owned, in whole or in part, by Belmont or Oakmont in the District of Columbia.
6. Distribution of, and Agreement to, Non-Discrimination Policy: Within sixty (60) days of the Effective Date, Defendants shall certify to the ERC that Defendants have (i) distributed Paragraph C.5 of this Agreement to all of the employees and agents under their control; and (ii) that each employee and agent under Defendants’ control has reviewed and agreed to abide by the terms of Paragraph C.5 of this Agreement.
7. Signage: Within sixty (60) days of the Effective Date, Defendants shall create and display signage in (i) all rental properties managed or owned, in whole or in part, by Belmont or Oakmont in the District of Columbia and (ii) in any Defendant corporate office in the District of Columbia, bearing the following statement:

“[Entity Name (Belmont Crossing Apartments, LLC or Oakmont Management, LLC)] and its clients accept short-term or temporary subsidies and vouchers (including vouchers formerly known as Section 8 vouchers) as payment for all or a portion of rent or security deposit payments. Under the District of Columbia Human Rights Act, it is illegal to discriminate against a tenant or prospective tenant based on that individual’s source of income, including the use of any short-term or temporary subsidy or voucher as payment for all or a portion of rent or security deposit payments.”

“[Nombre de la entidad (Belmont Crossing Apartments, LLC o Oakmont Management, LLC)] y sus clientes aceptan subvenciones a corto plazo o temporales y vales (incluyendo vales anteriormente conocido como vales de Sección 8) como pagos de renta completos o parciales o como pagos hacia el depósito de seguridad. Bajo el Acto de Derechos Humanos del Distrito de Columbia, es ilegal discriminar contra un inquilino o un inquilino prospectivo basado en la fuente de ingresos de esa persona, incluyendo el uso de subvenciones a corto plazo o temporales y vales como pagos de renta completos o parciales y como pagos hacia el depósito de seguridad.”

D. MONETARY PAYMENT

8. Monetary Payment: Defendants shall provide the ERC a monetary payment in the amount of \$310,000.00 (Three Hundred Ten Thousand U.S. Dollars) (“Settlement Proceeds”) to satisfy all money judgments, attorneys’ fees and costs, compensatory damages, civil penalties, and punitive damages arising from the D.C. Superior Court Case.
 - a. Within thirty (30) business days of the parties’ execution of the mutual accepted Consent Agreement, the Defendants will jointly make the \$310,000 payment to the ERC in full settlement of all damages, including attorneys’ fees and costs.
 - b. The Parties further agree that Defendants shall make the payment by check, payable to the Washington Lawyers’ Committee for Civil Rights and Urban Affairs (“WLC”), and shall send the check to the address for the WLC set forth in Paragraph H.17 below.
 - c. The Settlement Proceeds may be paid by one or more sources, including but not limited to, Belmont’s insurance carrier.
 - d. The ERC agrees to complete and remit a W-9 to Defendants’ counsel, Justin M. Flint Esq. of Eccleston & Wolf, P.C., as a condition for payment of the Judgment Proceeds within ten (10) days of the Effective Date of the mutually acceptable Consent Agreement.

E. RELEASES

9. In consideration of this Consent Agreement, and except as otherwise provided herein, the ERC agrees to release Defendants, its insurer(s), and their predecessors or successors in interest, and all of their past and current directors, officers, employees, attorneys, agents, and assigns from the ERC Claims; provided however, that this release shall not apply to the enforcement of this Agreement.
10. Upon the court’s approval of the mutually acceptable Consent Agreement on the public docket, Defendants will be authorized to file a Stipulation of Dismissal with Prejudice in Civil Case Number 2017 CA 003774 B before the Superior Court of the District of Columbia.
11. In consideration of this Consent Agreement, Defendants, on behalf of themselves and their employees, agree to release the ERC and all of its past and current directors,

officers, employees, agents, attorneys, and assigns, from any and all claims which could have been brought on or before the Effective Date of this Agreement—including claims for damages, costs, attorneys' fees, penalties, and injunctive relief—relating to the ERC Claims; provided however, that this release shall not apply to the enforcement of this Consent Agreement..

12. The ERC provides advocacy and counseling to complainants who suspect they have experienced illegal housing discrimination, and nothing in this Agreement shall impair the rights of the ERC to provide such information, advocacy, and counseling to complainants.

F. PUBLIC DOCUMENT

13. The Agreement shall be a public document and shall not be subject to any confidentiality restrictions.

G. ENFORCEMENT AND DISPUTE RESOLUTION

14. The Court shall retain jurisdiction over this matter. If either Party believes that the other Party has failed to comply with a material provision of this Agreement, including the Injunction and Non-Discrimination Policy in Section C above, the complaining Party will make a good faith effort to resolve the dispute prior to resorting to Court action to enforce the Consent Agreement. However, in the event of an alleged failure by either Party to perform in a timely manner any material act required by this Agreement, or otherwise to act in accordance with any provision hereof, the other Party may seek to enforce this Agreement and Injunction and ask the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages. The prevailing Party shall be entitled to costs and reasonable attorneys' fees.

H. OTHER PROVISIONS

15. Entire Agreement: This Consent 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. Modification: This Agreement may be modified only by writing signed by the Parties.
17. Communications Among the Parties: All notices, demands, and other communications to be provided pursuant to this Agreement shall be in writing and sent by 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
Deputy Director
The Equal Rights Center
820 First St NE
Suite LL160
Washington, DC 20002

With a copy to:

Catherine Cone
WASHINGTON LAWYERS' COMMITTEE
FOR CIVIL RIGHTS AND URBAN AFFAIRS
11 Dupont Circle NW, Suite 400
Washington, DC 20036
Telephone: (202) 319-1000
Facsimile: (202) 319-1010

G. Brian Busey
MORRISON & FOERSTER LLP
2000 Pennsylvania Ave., N.W., Suite 6000
Washington, DC 20006
Telephone: (202) 887-1500
Facsimile: (202) 887-0763

b. For Defendants:

Justin M. Flint
ECCLESTON & WOLF, P.C.
1629 K Street, N.W., Suite 260
Washington, DC 20006
Telephone: (202) 857-1696
Facsimile: (202) 857-0762

- 18. 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.
- 19. 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.
- 20. Counterparts:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

Each Party has executed this Agreement as of the date set forth below.

Date: 12/13/2018

The Equal Rights Center

By: 

Name: Kate Scott
Title: Deputy Director

Date: 12-14-18

Belmont Crossing Apartments, LLC

By: 

Name: A. CARTER NOWEN
Title: MANAGER

Date: 12-14-18

Oakmont Management Group, LLC

By: 

Name: A. CARTER NOWEN
Title: MANAGER

**SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
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Defendants.

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JUDGE JOHN M. CAMPBELL

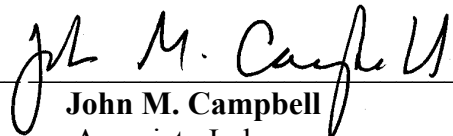
**NEXT EVENT: DECEMBER 21, 2018
STATUS HEARING**

ORDER

Upon consideration of Plaintiff Equal Rights Center and Defendants Belmont Crossing Apartments, LLC and Oakmont Management Group, LLC's Consent Motion to Approve and Enter Consent Agreement and Injunction and to Vacate Status Hearing in this case, it is this 18th day of December, 2018, hereby:

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the Status Hearing scheduled for December 21, 2018 at 10:30 a.m. is **VACATED**.



John M. Campbell
Associate Judge

Copies via CaseFileXpress to:

G. Brian Busey, D.C. Bar No. 366760
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*Counsel for Defendants Belmont Crossing
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Management Group, LLC*