

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

EQUAL RIGHTS CENTER
820 First St. NE, Suite LL160
Washington, D.C. 20002

Plaintiff,

v.

Case No. 2026-CAB-001873

WEAVER PROSPECT LLC
1746 N St. NW
Washington, D.C. 20036

SERVE:
KEENER MANAGEMENT
c/o Michael Korns
1746 N St. NW
Washington, D.C. 20036

Defendant.

COMPLAINT

1. In October 2024, Weavers Row Apartments, a 115-unit apartment complex offering “modern style, timeless charm, and premium amenities,” became available to the Washington, D.C. community.¹ Instead of providing safe and accessible housing for all people, including those with disabilities, Weavers Row Apartments excludes the disabled community from tenancy.

2. For decades, Washington, D.C. has had a “severe shortage of rental housing available to the citizens of the District of Columbia” that largely impacts low-income tenants with disabilities. D.C. Code § 42-3401.01(a)(2); *see also* § 42-3401.01(a)(4). For tenants with disabilities, the shortage of accessible housing is a major challenge—finding an accessible unit

¹ WEAVERS ROW, <https://www.weaversrow.com/> (last visited Mar. 18, 2026).

can be as difficult as finding a needle in a haystack.² The lack of accessible housing is especially exacerbated in Washington, D.C.’s Georgetown neighborhood, where most available rental units are located in historic buildings that are exempt from accessibility requirements in their design and construction.³ As a rare newly constructed building offering both market rate and affordable units through the Inclusionary Zoning Program,⁴ Weavers Row had a unique opportunity to provide housing for people with disabilities, and especially those who are low-income, to live independently and participate fully in the Georgetown community. It failed to do so.

3. For over twenty years, the Equal Rights Center (“ERC”) has worked to promote equal housing and remedy discrimination against persons with disabilities by investigating and enforcing compliance with federal, state, and local fair housing laws. Accessible housing is central to the ERC’s mission and vital to the community it represents. Aware of the severe shortage in accessible housing, the ERC regularly monitors newly constructed buildings for compliance with accessibility standards and supports tenants with disabilities in asserting their rights to reasonable accommodations and modifications.

4. In accordance with its pursuit of protecting and expanding equal housing opportunities for D.C. residents, the ERC brings this action against Weaver Prospect LLC (“Defendant”) to challenge its unlawful disability discrimination under the D.C. Human Rights Act (“DCHRA”) in the design and construction of the Weavers Row Apartments in violation of the D.C. Consumer Protection Procedures Act (“CPPA”). By violating the DCHRA in the context

² Diane Glauber & Peter Tatian, *Metropolitan Washington Regional Fair Housing Plan* (Nov. 2023), at 14, [https://www.mwcog.org/assets/1/6/01_Executive_Summary_Fair_Hsg_English_with_cover31_\(2\).pdf](https://www.mwcog.org/assets/1/6/01_Executive_Summary_Fair_Hsg_English_with_cover31_(2).pdf); Lorie Konish, *Less than 5% of U.S. Housing Supply is Accessible to Older, Disabled Americans. These Changes May Help*, CNBC (July 21, 2023), <https://www.cnbc.com/2023/07/21/less-than-5percent-of-housing-is-accessible-to-older-disabled-americans.html>.

³ See D.C. Code § 2-1402.21(d)(3)(C); 42 U.S.C. § 3604(f)(3)(C); 24 C.F.R. § 100.205 (2020).

⁴ The Inclusionary Zoning Program requires that most new residential developments include some affordable homes (homes that are locally restricted for occupancy by households whose income falls within a certain range).

of a consumer transaction, Defendant has violated the CPPA. Because Defendant's actions have excluded, and are continuing to exclude, persons with disabilities from access to the Weavers Row Apartments, the ERC, on behalf of the interests of a class of consumers, namely prospective renters with disabilities, seeks to redress the civil rights violations at this property.

PARTIES

5. Plaintiff Equal Rights Center is a national nonprofit civil rights membership corporation organized under the laws of the District of Columbia. Its principal place of business is 820 First Street NE, Suite LL160, Washington, D.C. 20002. The ERC's mission is to eliminate discrimination in housing, employment, and public accommodations based on disability and other protected classes covered by federal, state, and local anti-discrimination laws, including the DCHRA. The ERC is the only private fair housing organization dedicated to serving the entire greater Washington, D.C. region. It is committed to assisting individuals in the area who believe they have experienced housing discrimination or who need assistance with preparing and/or submitting requests for reasonable accommodations and modifications. The ERC's various programs and activities provide guidance and information on civil rights to the community, as well as assistance to members of classes protected under federal, state, and local laws who face discrimination. Moreover, the ERC represents the interests of its members, many of whom are persons with disabilities who have a direct interest in protecting the rights of persons with disabilities.

6. Defendant Weaver Prospect LLC is a D.C. limited liability company with its principal place of business in Washington, D.C. According to D.C. real property records, Weaver Prospect LLC owns Weavers Row Apartments, a multifamily residential property located at 3220 Prospect Street NW, Washington, D.C. 20007.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to D.C. Code § 11-921.

8. This Court has jurisdiction over Defendant pursuant to D.C. Code § 13-422 because Defendant is organized under the laws of, and maintains its principal place of business in, the District of Columbia.

9. This Court also has jurisdiction over Defendant pursuant to D.C. Code § 13-423 because Defendant transacts business and manages real property in the District of Columbia. The discriminatory conduct at issue in this litigation arises out of these business activities.

FACTUAL AND LEGAL BACKGROUND

Overview of the DCHRA's Accessibility Requirements

10. The DCHRA requires that rental properties be made available to prospective tenants, irrespective of their disability. D.C. Code § 2-1402.21(d)(1).

11. The DCHRA expressly requires that all units within a dwelling have features of minimum accessibility and adaptive design, including:

- i. An accessible route into and through the dwelling;
- ii. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
- iii. Reinforcements in bathroom walls to allow later installation of grab bars;
- iv. Usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space; and
- v. Accessible premises within the dwellings such that each dwelling shall have at least one building entrance on an accessible route unless it is impracticable because of the terrain or unusual characteristics of the site. D.C. Code § 2-1402.21(d)(3)(D).

12. The DCHRA’s specific requirements for the design and construction of covered multifamily dwellings to ensure accessibility mirror the standards set forth in the federal Fair Housing Act (“FHA”). 42 U.S.C. § 3604(f)(3)(C).⁵ Courts interpret the DCHRA and FHA in parallel.

13. The U.S. Department of Housing and Urban Development (“HUD”) promulgated guidelines on compliance with FHA design and construction requirements. *See* 56 Fed. Reg. 9472 (Mar. 6, 1991) (“Guidelines”), *codified at* 24 C.F.R. Ch. I, Subch. A, App. II (Apr. 1, 1995).

14. Additionally, HUD’s FHA Design Manual provides clear guidance on ways to design and construct housing that complies with the FHA. U.S. Dep’t of Hous. & Urb. Dev., *Fair Housing Act Design Manual: A Manual to Assist Designers and Builders in Meeting the Accessibility Requirements of the Fair Housing Act* (rev. 1998) (“Design Manual”).

15. In 2020, HUD recognized the 2009 ICC A117.1 Accessible and Usable Buildings and Facilities Standard as a “safe harbor” for compliance with the FHA.⁶ *See* Fair Housing Act Design and Construction Requirements; Adoption of Additional Safe Harbors, 85 Fed. Reg. 78957 (Dec. 8, 2020), *codified at* 24 C.F.R. § 100.205(e)(1) (2020).

16. The District of Columbia’s Building Code consists of the 2015 International Building Code, as amended by the Building Code Supplement of 2017 (12-A DCMR) of the District of Columbia Construction Codes Supplement of 2017. 67 D.C. Reg. 5679 (May 29, 2020). The 2015 International Building Code incorporates by reference the 2009 ICC A117.1 accessibility standard.

⁵ FHA defines “covered multifamily dwellings” as “buildings consisting of 4 or more units if such buildings have one or more elevators” and “ground floor units in other buildings consisting of 4 or more units.” 42 U.S.C. § 3604(f)(7).

⁶ Under federal regulations, HUD recognizes certain design and construction standards—referred to as “safe harbors”—to be compliant with the FHA’s design and construction requirements when properly followed. *See* 85 Fed. Reg. 78957 (Dec. 8, 2020). The 2009 ICC A117.1 outlines specific standards to make buildings and housing units accessible to and usable by people with disabilities.

17. In December 2020, HUD recognized the 2015 edition of the International Building Code as a safe harbor.

18. Safe harbors must be read in conjunction with the requirements of the FHA, HUD's implementing regulations, and the Guidelines. 85 Fed. Reg. 78957 (Dec. 8, 2020).

19. As described herein, Defendant discriminated against persons with disabilities in violation of the DCHRA by designing and constructing a multifamily dwelling in such a manner as to deny persons with disabilities access to, and the use of, these facilities as required under D.C. civil rights law.

Weavers Row Apartments and Weaver Prospect LLC

20. Weavers Row Apartments is a residential apartment building located in Washington, D.C. The building was constructed in 2024 and features 115 units in a six-story building with an elevator. The operative certificate of occupancy for the building was issued on October 16, 2024.

21. Defendant Weaver Prospect LLC owns Weavers Row Apartments. Upon information and belief, Defendant participated in, supervised, controlled, and/or approved the design and construction of Weavers Row Apartments.

22. As an owner of residential real estate, Defendant is required to comply with anti-discrimination laws, including the DCHRA, as well as the CPPA.

23. As described below, Defendant discriminates against persons with disabilities in violation of the DCHRA and CPPA at Weavers Row Apartments.

The ERC's Mission, Discovery of Defendant's Discriminatory Conduct, and Testing

24. The ERC's mission includes identifying and eliminating discrimination in the Washington, D.C. metropolitan area.

25. The ERC has a Fair Housing Program dedicated to advancing equal housing opportunities in the District. The ERC conducts and participates in programs to educate both consumers and the real estate industry about their rights and obligations under federal, state, and local fair housing laws. The ERC also frequently conducts “know your rights” presentations to service providers, residents, and community groups which include disability discrimination information.

26. Through its Fair Housing Program, the ERC also conducts intakes with individuals and community partners in the Greater Washington, D.C. region who allege disability discrimination. When an individual or community partner contacts the ERC alleging disability discrimination in the ERC’s service area, the ERC offers counseling about disability rights in housing and offers assistance to try and address the allegations. This assistance can include investigation, such as through civil rights testing.

27. The ERC performs civil rights testing. Civil rights testing is an investigative tool used to gather evidence regarding whether an entity is following anti-discrimination laws. Fair housing testing involves one or more testers engaging in a transaction or interaction with a housing provider to observe and document the housing provider’s compliance with fair housing requirements.

28. Given the lack of accessible housing in the Washington, D.C. metropolitan region, the ERC became concerned that new multifamily housing complexes were being constructed in the Greater Washington, D.C. area that did not include the required elements of accessible design.

29. After viewing preliminary photographs of forthcoming units on the website for Weavers Row Apartments, the ERC noticed potential accessibility issues that warranted in-person testing.

30. On or about March 13, 2025, two ERC fair housing testers tested Units 116, 229, 412, and 430 (collectively, the “Tested Units”) at Weavers Row Apartments.

31. The ERC identified at least three DCHRA violations at Weavers Row Apartments.

32. In particular, the ERC observed the following violations at Weavers Row Apartments:

- a. An unbeveled threshold higher than 3/4 inch at an exterior door to Unit 116’s patio;
- b. Interior thresholds higher than 1/4 inch and insufficiently beveled; and
- c. Environmental controls mounted higher than 48 inches.

33. According to Weavers Row Apartments’ floor plans available on their website, the Tested Units share the same floor plan and layout as certain untested units. Specifically, Tested Unit 116 shares the same floor plan as untested units 114 and 118. Tested Unit 229 shares the same floor plan as untested units 329 and 429. Tested Unit 412 shares the same floor plan as untested units 212 and 312. Tested Unit 430 shares the same floor plan as untested units 230 and 330.

34. Upon information and belief, as demonstrated by: (a) the similarity of the DCHRA violations at the Tested Units, as outlined below; and (b) the common elements of the design at the Tested Units and untested units, Defendant’s design and construction have resulted in violations at untested units.

35. Defendant’s violations are continuing, ongoing, and demonstrate DCHRA violations.

36. In carrying out the enumerated actions outlined below, Defendant violated the DCHRA and the CPPA, as well as the rights of persons with disabilities to accessible housing.

A. Inaccessible Routes Into and Through Units

37. The DCHRA requires an accessible route into and through the dwelling. D.C. Code § 2-1402.21(d)(3)(D)(i). An accessible route includes passage through the main entry door, continues throughout all rooms in the unit, and connects with all secondary exterior doors. Design Manual at 4.3. “The accessible route must be (1) sufficiently wide and (2) lacking in abrupt changes in level so residents with disabilities (and/or their guests with disabilities) can safely use all rooms and spaces.” *Id.*

38. The Design Manual further explains that “an accessible route is intended to ensure the maintenance of a continuous path of travel with no abrupt changes in level so people with disabilities who use wheelchairs or scooters and those who walk are not impeded.” *Id.* at 4.12. The Design Manual, as well as the Guidelines, prescribe a maximum threshold height of 3/4 of an inch at the exterior doors of dwelling units. Design Manual at 4.12; Guidelines at 9507. Any change in level “must be beveled with a slope no greater than 1:2.” Design Manual at 4.12.

39. “Exterior door thresholds of 3/4 inch, even when beveled, can be extremely difficult to navigate for some persons who use wheelchairs, and the additional change in level when outside landing surfaces are impervious adds to this difficulty.” *Id.*

40. During its testing, the ERC observed and measured the threshold to the outdoor patio in Unit 116 at over 3/4 inches and not beveled. *See* Figure 1.



Figure 1: A threshold to the outdoor patio in Unit 116 measuring above 3/4 inches without a sufficient bevel

41. The rules are similar for interior thresholds and the primary entry threshold of multistory dwelling units in buildings with elevators, as is the case in Weavers Row Apartments. The Design Manual forbids “a level change more than 1/4 inch without being beveled or tapered.” Design Manual at 4.5; *see also* Guidelines at 9507.

42. “Even small abrupt changes of level in the surface of an accessible route pose a tripping hazard for many people and can be a significant obstacle for people using wheelchairs. People who walk wearing braces and/or who have difficulty maintaining balance are particularly susceptible to catching their toes on small changes in level.” Design Manual at 4.4.

43. During its testing, the ERC observed noncompliance with these Guidelines. The primary entry door to each Tested Unit had a threshold. In Unit 412, the threshold measured above the maximum threshold of 1/4 inch. *See* Figure 2. In all other Tested Units, the ERC tester noted that the threshold similarly appeared to measure above the maximum threshold.

44. Similarly, the bathroom door threshold in all Tested Units measured above the maximum threshold of 1/4 inch. *See, e.g.*, Figures 3 and 4.

45. Upon information and belief, all thresholds at the tested primary entry doors and bathroom doors appeared to not be sufficiently sloped to allow accessible entry into and throughout the Tested Units.



Figure 2: Unit 412's entry door threshold measuring above 1/4 inch without a sufficient bevel

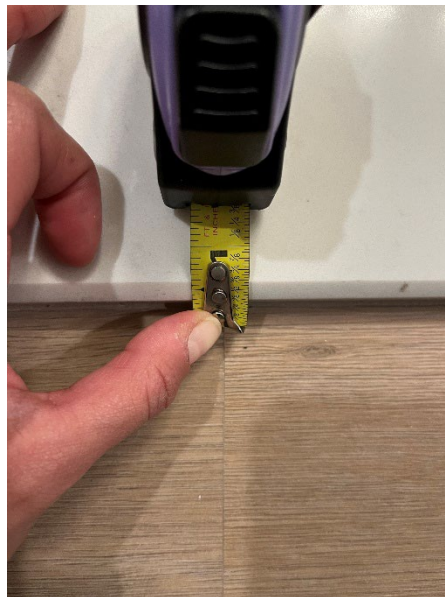


Figure 3: Unit 229's bathroom threshold measuring above 1/4 inch without a sufficient bevel



Figure 4: Unit 430’s bathroom threshold measuring above 1/4 inch without a sufficient bevel

B. Inaccessible Environmental Controls

46. The DCHRA requires that environmental controls, including thermostats and other controls that operate heating, ventilation, and air conditioning be positioned in accessible locations. D.C. Code § 2-1402.21(d)(3)(D)(ii).

47. The HUD Guidelines clarify this requirement by stating that such controls “are located no higher than 48 inches, and no lower than 15 inches, above the floor.” Guidelines at 9507; Design Manual at 5.2.

48. During its testing, the ERC observed temperature control devices which have been installed with operable parts of the control above 48 inches. Specifically, in Unit 430, the operable parts of the thermostat measured approximately 57 inches off the ground, or roughly nine inches higher than the accessibility requirement. *See* Figure 5. In Unit 412, the operable parts of the thermostat measured approximately 57.5 inches off the ground, or roughly 9.5 inches higher than the accessibility requirement. *See* Figure 6.



Figure 5: Unit 430's thermostat with operable parts at approximately 57 inches



Figure 6: Unit 412's thermostat with operable parts at approximately 57.5 inches

C. Harm to Consumers

49. Through its investigation, the ERC found that Defendant has failed to design and construct Weavers Row Apartments so that they are accessible to persons with disabilities. This includes, but is not limited to, failing to ensure that dwellings contain the following features of adaptive design:

- i. An accessible route into and through the dwelling; and
- ii. Environmental controls in accessible locations.

50. Defendant's violations constitute unlawful discrimination on the basis of disability under the DCHRA, D.C. Code § 2-1402.21(d).

51. By violating these laws in the context of consumer transactions, Defendant and its agents also committed violations of consumer protection law under the CPPA, D.C. Code §§ 28-3901, *et seq.*

52. Upon information and belief, Defendant designed, participated in, supervised, controlled, approved, and/or ratified the discriminatory violations described above. As a result, Defendant is liable for the unlawful conduct described herein.

53. Defendant's unlawful discrimination has harmed a class of consumers—specifically, prospective renters in D.C. with disabilities.

54. The ERC has a sufficient nexus to the interests of this class of consumers to adequately represent those interests because the ERC's mission—to identify and eliminate discrimination in the Washington, D.C. metro area—is in alignment with the interests of prospective renters in D.C. with disabilities.

COUNT I:

**Violation of the D.C. Consumer Protection Procedures Act, Based on Disability
Discrimination in violation of the D.C. Human Rights Act, D.C. Code § 2-1402.21(d)**

55. The ERC realleges and incorporates by reference the allegations set forth above.

56. The purpose of the CPPA is to “assure that a just mechanism exists to remedy all improper trade practices[.]” D.C. Code § 28-3901(b)(1).

57. Under the CPPA, it is a violation of law “for any person to engage in an unfair or deceptive trade practice[.]” D.C. Code § 28-3904.

58. “Trade practices that violate other laws . . . fall within the purview of the CPPA.” *Dist. Cablevision Ltd. P’shp v. Bassin*, 828 A.2d 714, 723 (D.C. 2003). Specifically, a violation of the DCHRA in the context of a consumer transaction is a violation of the CPPA. *Dist. of Columbia v. Evolve, LLC*, 2020 D.C. Super. LEXIS 6, *12 (D.C. Super. Ct. Feb. 25, 2020).

59. Under the CPPA, a trade practice “means any act which does or would create, alter, repair, furnish, make available, provide information about, or, directly or indirectly, solicit or offer for or effectuate, a sale, lease or transfer, of consumer goods or services[.]” D.C. Code § 28-3901(a)(6).

60. Trade practices arising in the context of landlord-tenant relations are subject to the law. *Id.* § 28-3905(k)(6).

61. Under the CPPA, goods and services “means any and all parts of the economic output of society, at any stage or related or necessary point in the economic process, and includes consumer credit, franchises, business opportunities, real estate transactions, and consumer services of all types.” *Id.* § 28-3901(a)(7).

62. Defendant meets the definition of “merchant” under the CPPA as “a person . . . organized or operating for profit . . . who in the ordinary course of business does or would . . .

lease (to) . . . either directly or indirectly, consumer goods or services, or a person who in the ordinary course of business does or would supply the goods or services which are or would be the subject matter of a trade practice.” *Id.* § 28-3901(a)(3).

63. District residents or other individuals who would rent Defendant’s rental housing properties are “consumers” under the CPPA because they are persons who “would [] lease [] consumer goods,” such as the rental housing properties offered by Defendant. *Id.* § 28-3901(a)(2).

64. Weavers Row Apartments is a covered multifamily dwelling subject to the DCHRA.

65. Through the actions and inactions described above, Defendant has:

- a. Discriminated in the sale or rental of, otherwise made unavailable, or denied dwellings to persons because of their disabilities in violation of the DCHRA, D.C. Code § 2-1402.21(d)(1);
- b. Discriminated against persons because of their disabilities in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with the rental of a dwelling, in violation of the DCHRA, D.C. Code § 2-1402.21(d)(2); and
- c. Failed to design and construct dwellings in compliance with the requirements of the DCHRA, D.C. Code § 2-1402.21(d)(3)(D), and the applicable regulations.

66. Defendant’s discriminatory conduct in violation of the DCHRA constitutes unfair trade practices in the context of a real estate transaction in violation of the CPPA.

67. The actions complained of constitute continuing DCHRA and CPPA violations in that Defendant has engaged in discrimination by designing and constructing a covered multifamily dwelling in violation of the DCHRA requirements.

68. Under the CPPA, public interest organizations may bring suit “on behalf of the interests of a consumer or a class of consumers,” so long as they have a “sufficient nexus” to “adequately represent those interests.” *Id.* § 28-3905(k)(1)(D).

69. Plaintiff ERC, a public interest organization, brings this claim on behalf of the interests of a class of consumers, i.e., members of the disability community seeking accessible rental housing in Washington, D.C.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in its favor and grant relief against Defendant as follows:

- a. Enter judgment declaring that Defendant’s acts of designing and constructing inaccessible apartment units violate the DCHRA and, in turn, the CPPA, § 28-3904;
- b. Enter judgment for appropriate permanent injunctive relief, including an order that:
 - i. Orders Defendant, its officers, directors, employees, agents, successors, assigns, and all other persons in active concert or participation with any of them, both temporarily and during the pendency of this action, and permanently to:
 1. Bring any noncompliant dwelling units of the Weavers Row Apartments into immediate compliance with the requirements of D.C. Code § 2-1402.21(d), and the applicable regulations;

2. Refrain from selling any apartment or condominium complex containing a covered unit, or leasing any individual covered dwelling unit, until the entry of final relief herein, or until the completion of such retrofit alteration to noncompliant units as may be ordered by the Court;
3. Design and construct any covered multifamily dwelling, including through the acquisition of any building or construction permits, or certificates of occupancy, and/or public and common areas, in the future to comply with the DCHRA and the applicable regulations;
 - ii. Orders Defendant to take affirmative steps to educate itself as to its legal obligations under the CPPA;
 - iii. Orders Defendant to provide training to its employees and agents, including third parties involved in the design and construction process, and adequately supervise them to prevent future illegal housing discrimination;
 - iv. Orders Defendant to participate in outreach and education efforts to promote accessible design and construction of covered dwellings;
- c. Award monetary damages, as available under the CPPA, in an amount to be determined at trial;
- d. Award the ERC reasonable attorneys' fees and costs;
- e. Grant such further relief as the Court deems just and proper.

Dated: March 23, 2026

Respectfully Submitted,

/s/ Joseph G. Davis

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