

**Cooperation Agreement Between The Equal Rights Center and Alvin L. Aubinoe, Inc.**

**THIS COOPERATION AGREEMENT** (“Agreement”) is between the Equal Rights Center (the “ERC”) and Alvin L. Aubinoe, Inc. (“AUBINOE”). The ERC and AUBINOE are collectively referred to as the “Parties”.

## **RECITALS**

**WHEREAS**, the ERC, as part of its ongoing fair housing counseling and advocacy, became aware of statements perceived as discriminatory on AUBINOE’s website; and

**WHEREAS**, AUBINOE is committed to ensuring that its policies and practices are not discriminatory; and

**WHEREAS**, in the interest of working cooperatively to further the Parties’ mutual interest in compliance with fair housing laws, the Parties wish to establish a joint plan on the terms and conditions set forth in this Agreement. Therefore, in consideration of the agreed-to actions of the Parties below and those contained in the Confidential Side Letter executed contemporaneously with this Agreement, the Parties have executed this Agreement as indicated by the authorized signatures appearing below. The provisions of this Agreement will be binding on the ERC and AUBINOE, their respective subsidiaries and their successors and assigns, for a period defined in paragraph A.3, below; and

**WHEREAS**, nothing in this Cooperation Agreement constitutes or may be construed as an admission of liability as to any concerns of or allegations made by the ERC, all of which are expressly denied by AUBINOE:

**NOW, THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **A. DEFINITIONS**

1. “AUBINOE’s Fair Housing Policy” means the policy that was provided to the ERC in advance of entering this Agreement.
2. The “Effective Date” is the last date on which both AUBINOE and the ERC have signed this Agreement.
3. The “Term of the Agreement” will be from the Effective Date through two (2) years from that date.

### **B. NON-DISCRIMINATION POLICY**

4. AUBINOE agrees not make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, on its website or any online advertising platforms (hereinafter “online platforms”), that indicates or attempts to indicate any preference, limitation, or discrimination based on race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities,

disability, matriculation, political affiliation, source of income, or place of residence or business, of any individual.

5. AUBINOE's Fair Housing Policy shall be provided to any marketing, advertising or website design company which is retained to promote or market AUBINOE properties through advertising on social media and other online platforms. AUBINOE will instruct these third parties that they are required to comply with the policy of non-discrimination.
6. Within thirty (30) days of the Effective Date, AUBINOE will identify on its website the appropriate contact at AUBINOE for reporting a concern about a potential violation of the Fair Housing Policy and will include this contact in its Fair Housing Policy. AUBINOE's Fair Housing Policy will be available on its website. AUBINOE will promptly acknowledge and investigate all concerns about potential violations of AUBINOE's Fair Housing Policy that are reported to the identified AUBINOE contact.
7. Within sixty (60) days of the Effective Date, any promotional materials for AUBINOE's properties or any other housing-related services shall display a fair housing statement that includes the following language: "All Are Welcomed."

**C. TRAINING**

8. Within 6 months of the execution of this Agreement, AUBINOE will ensure that its employees who are responsible for interfacing with prospective tenants and for developing and implementing its online platforms will receive fair housing training provided by a mutually agreed-to third party with specific emphasis on compliance with the publication provisions of federal, state and local fair housing laws, and will secure a signed statement, in the form attached hereto as Exhibit A, from each such employee acknowledging that he/she has received this training.

**D. AFFIRMATIVE MARKETING**

9. During the term of the Agreement, AUBINOE will send an email to the District of Columbia Housing Authority ("DCHA") once every 6 months with the statement "Aubinoe properties are available for referrals. If you have anyone interested in our units, please contact us." To the extent that Aubinoe has specific units available to rent that it first advertised elsewhere during the four weeks prior to such email, it will include information about these units in its communication with DCHA. The first of these emails shall be sent within thirty (30) days of the Effective Date.

**E. REPORTING**

10. Within one year after the Effective Date of the Agreement, and on the expiration of the Term of the Agreement, AUBINOE will submit to the ERC a copy of the

training acknowledgements and emails set forth in Sections C and D above and a statement that it complied with the other requirements of this Agreement.

**F. PUBLIC DOCUMENT**

11. The parties agree that this Agreement is a public document, and will be linked to the Press Release attached as Exhibit B herewith.

**G. NOTICE TO THE PARTIES**

12. Notice to the Parties may be given by e-mail and first class mail, in which case notice will be deemed to have been received on the first business day after the date of transmission, as follows:

If to the ERC:

Kate Scott  
Executive Director  
Equal Rights Center  
820 First St NE, Suite LL160  
Washington, DC 20002  
kscott@equalrightscenter.org

*and*

Mirela Missova  
Washington Lawyers' Committee for  
Civil Rights & Urban Affairs  
700 14th St, NW, Suite 400  
Washington, DC 20005  
mirela\_missova@washlaw.org

If to AUBINOE:

Cynthia Hoes, CMCA, AMS  
Sr. Vice President  
Alvin L. Aubinoe, Inc.  
107 West Jefferson Street  
Rockville, MD 20850  
choes@ala-inc.com

**H. MISCELLANEOUS TERMS**

13. Titles and References

The titles and paragraph references used in this Agreement are non-substantive descriptions included solely for the Parties' ease of reference and will not be construed to alter the substantive provisions of this Agreement.

14. Counterparts

This Agreement may be executed in counterparts, all of which when taken together shall constitute a single instrument.

15. Integration Clause

This Agreement, including the appendices thereto, constitute the entire agreement and understanding between the Parties and supersedes all prior communications or negotiations between the Parties and their representatives regarding the matters contained in this Agreement. Evidence of prior negotiations (including but not limited to drafts of this Agreement and its related documents) may not be introduced in any proceeding to enforce the terms of this agreement. Except as explicitly set forth in this Agreement, there are no representations, warranties, promises, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter its terms. This Agreement may be amended only by a contemporaneous or subsequent written instrument executed by all of the Parties hereto. The wording of this Agreement was reviewed by legal counsel for each Party, and both Parties had sufficient opportunities to propose and negotiate changes in wording prior to its execution. Neither the ERC nor AUBINOE will be entitled to have any wording of this Agreement construed against the other based on any contention as to which of the Parties drafted the language in question.

16. Severance. If any term or provision of this Agreement is declared or found to be invalid, then each such provision shall be deemed severed from the Agreement, and the invalidity or unenforceability of such term or provision shall not affect the enforceability of the remaining provisions hereof. Each of the Parties warrants that no portion of any released matter has been actually or purportedly assigned to any person or entity not a party to this Agreement.

17. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the District of Columbia.

18. Confidentiality of Side Letter


The Parties agree that the side letter agreement referenced in the recitals above, and the information contained therein, shall be kept strictly confidential and shall not be revealed to anyone except as set forth therein.

*Agreed this day,*

THE EQUAL RIGHTS CENTER

DocuSigned by:  
*Kate Scott*  
By: Kate Scott  
Name: Kate Scott  
Title: Executive Director  
Date: 9/13/2020

ALVIN L. AUBINOE, INC.

By:   
Name: ALVIN AUBINOE  
Title: President  
Date: 9.30.20

**LIST OF EXHIBITS**

<b><u>No.</u></b>	<b><u>Description</u></b>
1	Employee Training Certification
2	Press Release

**Exhibit A**

**Employee Training Certification**

I, \_\_\_\_\_, an employee of Alvin L. Aubinoe, Inc. or one of its related companies, hereby acknowledge that I have received fair housing training with specific emphasis on compliance with the publication provisions of the FHA and state and local fair housing laws.

\_\_\_\_\_  
[Employee name]

\_\_\_\_\_  
[Date]



## Exhibit B

### Press Release

#### **ERC AND ALVIN AUBINOE RESOLVE ALLEGATIONS OF RACE-BASED DISCRIMINATION IN ONLINE APPLICATION**

##### *COOPERATION AGREEMENT WILL PROMOTE FAIR HOUSING PROTECTIONS IN ONLINE MARKETING*

*Washington, D.C.*— \_\_\_\_\_, 2020- Today, the Equal Rights Center (“ERC”) announced it entered into a cooperation agreement with Alvin L. Aubinoe Inc., a real estate management company operating in the D.C., Maryland, and Virginia area. The agreement resolves a complaint brought to the Equal Rights Center from an individual attempting to apply to rent an apartment at an Aubinoe property.

In December 2018, the ERC was contacted by an individual who had planned to apply for an apartment at Chevy Chase Towers, which is owned by Alvin L. Aubinoe, Inc. The company’s online application included a question, “How did you hear about us?” At three properties, including Chevy Chase Towers, one of the listed response options was “KKK.”

The ERC reported this language to Aubinoe because it believed that such language could cause significant fear among potential applicants of color, particularly African American applicants. Aubinoe maintains it was unaware of this language appearing as a potential referral source. Therefore, after the ERC reached out on behalf of its client, Aubinoe removed the offensive language from its response option. Aubinoe responded that the inclusion of this language was in error, unintentional, and appeared to be the result of third party conduct. Aubinoe affirms that it has a no tolerance discrimination policy and strives to provide a welcoming environment in all of its communities.

Although Aubinoe denies any involvement or knowledge of how these letters appeared on its website, it nonetheless agreed to take steps to ensure that such an incident cannot happen again and that all applicants feel welcome. The steps taken by Aubinoe include:

- Instructing any website design or marketing company it retains to comply with Aubinoe’s fair housing policies, which includes a prohibition on publishing discriminatory language;
- Publicizing the company’s fair housing policy and identifying the appropriate point of contact for any fair housing concerns on its website [hyperlink];
- Attending fair housing training; and
- Advertising that “All are welcomed” in its promotional materials.

The cooperation agreement is available here[hyperlink].

Kate Scott, ERC Interim Executive Director stated “No one should ever feel unsafe or undesirable as a tenant due to their race. We’re pleased that Aubinoe has agreed to take steps to address the concerns we and our client raised.”

*If you believe you may have experienced discrimination in housing, you can contact the Equal Rights Center. To report your experience, please call 202-234-3062 or email [info@equalrightscenter.org](mailto:info@equalrightscenter.org).*