

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

EQUAL RIGHTS CENTER, *et al.*

Plaintiffs,

v.

ADAMS INVESTMENT GROUP, LLC, *et al.*

Defendants.

Case No. 2022 CA 001582 R(RP)

Judge Neal E. Kravitz

CONSENT ORDER

THIS CONSENT AGREEMENT (“Agreement”) is made by and among The Equal Rights Center (the “ERC”), the District of Columbia (“District”) (the ERC and District are collectively referred to as “Plaintiffs”), Adams Investment Group LLC (“AIG”), Adams-Cathedral, LLC (“Adams-Cathedral”), Barkan Management Company, Inc. (“Barkan”), Broadhouse Management Group LLC (“Broadhouse”), and Entrata, Inc. (“Entrata”) (AIG, Adams-Cathedral, Barkan, Broadhouse, and Entrata are collectively referred to as “Defendants”). Each party is individually a “Party,” and collectively the “Parties.”

RECITALS

WHEREAS, certain disputes have arisen between the Parties regarding Defendants’ compliance with the D.C. Human Rights Act (“DCHRA”) and the D.C. Consumer Protection Procedures Act (“DCCPPA”) (as defined in Paragraphs 2 and 3 below) arising from Defendants’ alleged involvement in alleged refusals to rent available units to Housing Choice Voucher holders on the basis of source of income and race at the Subject Property (as defined in Paragraph 4 below); and

WHEREAS, Plaintiffs filed complaints before the Superior Court of the District of Columbia, case number 2022 CA 001582 R(RP) (hereinafter referred to as the “D.C. Superior Court Case”), alleging a policy or practice by Defendants¹ of refusing to accept Housing Choice Vouchers as a form of payment for rent; and

WHEREAS, Defendants deny the allegations in the D.C. Superior Court Case and nothing in this Agreement constitutes any admission or acknowledgement of fact, fault,

¹ The District proposed bringing a complaint against Defendant Barkan but as of the Effective Date of this Agreement, has not done so.

wrongdoing, violation of law or regulation or rule, or liability, or a waiver or concession on any issue, by the Defendants;

WHEREAS, Barkan was not the property manager of, and did not provide any property management services to, the Subject Property in December 2020 and February 2021 at the time of Plaintiff ERC's testing and did not respond to, or cause others to respond to, inquiries of Plaintiff ERC that the Subject Property did not accept Housing Choice Vouchers, or refuse to rent available units at the Subject Property to prospective tenants who hold Housing Choice Vouchers;

WHEREAS, Barkan became the property manager of the Subject Property, subsequent to Defendant Broadhouse, on or about September 1, 2021. Barkan ceased providing property management services at the Subject Property in late September 2022;

WHEREAS, the Parties desire to fully and finally resolve all actual and potential claims by or on behalf of the ERC against Defendants, arising on or before the Effective Date as defined below, including but not limited to any actual or potential claims: (a) pertaining to the ERC's tests of the Subject Property; (b) raised or that could have been raised in the D.C. Superior Case; (c) under the DCHRA and DCCPPA; and (d) for attorney's fees and costs (collectively, the "Claims"); and

WHEREAS, the Parties 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; 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. **"Effective Date"** means the date on which the Court enters this Consent Agreement;
2. **"DCHRA"** means Section 2-1402.21 *et seq.* of the D.C. Human Rights Act of 1977, as amended;
3. **"DCCPPA"** means Section 28-3901 *et seq.* of the D.C. Consumer Protection Procedures Act; and
4. **"The Subject Property"** means Adams View Apartments located at 3201 Wisconsin Ave NW, Washington, DC 20016.
5. **"Entrata Clients"** or **"Clients"** means all property management or related entities for whom Entrata provides software or other property management services.
6. **"Policy Documents"** means the questionnaires completed by Entrata Clients and

retained by Entrata stating its policies and procedures relating to rental inquiries at any particular property and that are used by Entrata call center representatives when receiving inquiries from prospective tenants.

7. “**Multifamily community**” as used in this Agreement refers to housing unit(s) rented or offered for rent for residential occupancy in a residential building containing two (2) or more units within the District of Columbia. Such term excludes sales of housing unit(s) that are within common interest ownership communities.
8. “**Leasing**” as used in this Agreement with respect to Barkan means the signing of lease agreement(s) as agent for the owner for the rental of housing unit(s) that are not within common interest ownership communities for residential occupancy in a residential building containing two (2) or more units within the District of Columbia.

B. SCOPE AND APPLICABILITY

9. This Agreement is a full and final compromise settlement of all claims that the Plaintiffs brought or could have brought under the DCHRA or the DCCPPA based on the facts alleged in the complaints filed in Case No. 2022 CA 001582 R(RP) on or before the Effective Date.

C. TERM

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

D. NON-DISCRIMINATION POLICY

11. Prohibition Against Future Discrimination: Defendants shall not engage in any practice that violates the DCHRA, D.C. Code § 2-1401 *et seq.* Defendants shall not discriminate against its prospective renters or the prospective renters of any of its Clients or affiliate companies on any of the bases prohibited by federal, state or local law. In D.C., such prohibition shall include a prohibition against discrimination on the basis of a prospective tenant’s use of Housing Choice Vouchers or other forms of rental assistance or subsidies as a source of income to pay for some or all of the monthly rent as required by law. Such prohibition shall also include a prohibition against minimum income requirements for Housing Choice Vouchers, and a prohibition against discriminating against an individual using a housing voucher or other subsidy based on income level (other than whether or not the level is below a threshold as required by local or federal law), a credit score, or lack of credit score, unless such consideration of a credit score or the lack of credit score is required by federal law.
12. Commitment to a Non-Discrimination Policy: Within thirty (30) days of the Effective Date, each Defendant shall affirm its non-discrimination policy and distribute the policy to all employees who are involved in the provision of property management or leasing services to multifamily communities, and make it available to their relevant Clients that operate within D.C. The policy shall contain a provision consistent with the terms provided herein. Defendants shall include its non-discrimination policy, as provided herein, in its relevant employee

training materials and sessions.

13. Signage: Within thirty (30) days of the Effective Date, Defendants shall create and display fair housing information in their corporate offices, off-site call centers, and any other public-facing offices or websites they control consistent with federal, state and local law. In D.C., this shall include signage compliant with D.C. Code § 42–2851.06(d) which provides: “In any written notice, statement, or advertisement of a dwelling unit for rent, the housing provider shall clearly state that the housing provider will not refuse to rent a rental unit to a person because the person will provide the rental payment, in whole or in part, through a voucher for rental housing assistance provided by the District or federal government.”

E. ENTRATA CLIENT POLICY DOCUMENTS

14. Within ninety (90) days of the Effective Date, for all current and future Entrata Clients who own, manage or operate properties in locations where source-of-income or source-of-funds discrimination is prohibited by law, Entrata shall hard-code the Clients’ information sheets used by Entrata’s Call Center employees to reflect that such properties accept Housing Choice Vouchers, Section 8 vouchers or other housing vouchers, so that when Entrata call center representatives are responding to prospective tenant inquiries for any property, the representative will answer “Yes” when asked if Housing Choice Vouchers, Section 8 vouchers or other housing vouchers are accepted at that property.
15. Within ninety (90) days of the Effective Date, Entrata shall undertake a review of the current Policy Documents completed by all Entrata Clients and which concern locations where source-of-income or source-of-funds discrimination is prohibited by law. Such review shall ensure that none state that Housing Choice Vouchers, Section 8, or other housing vouchers are not accepted.
16. The review of all existing and future Policy Documents described herein shall be conducted by Entrata’s General Counsel and Compliance Manager, who are trained in fair housing laws and who are available to answer questions from Entrata call center representatives as they receive inquiries from prospective tenants who hold vouchers.

F. EMPLOYEE TRAINING

17. Fair Housing Training: Defendants shall agree to fair housing training for all staff formally or informally involved in any rental processes in D.C. For Entrata, such training will be provided to compliance staff and those who may answer rental or leasing questions in its call centers. For Barkan, such training will be provided to employees involved in the leasing process for Barkan’s clients in the District of Columbia that are multifamily communities, if any. The ERC will provide such training virtually on an annual basis for each of the years of the term of the Agreement. The cost of this training will be \$10,500, will be provided at an agreed to date and time once annually for all participating Defendants, and is included in the Settlement Amount described below in Paragraph 16. The training will consist of the following:

- a. Three hours of fair housing instruction led by civil rights content area specialists and industry practitioners who support both newcomers and seasoned professionals in addressing fair housing, civil rights, and source of income and race related matters;
- b. The course content covers the background and history of the Fair Housing Act and other laws that impact housing; a discussion of federal, state and local protected classes; common scenarios related to fair housing compliance; and race and source of funds-specific protections afforded under federal, state and local fair housing laws;
- c. A question & answer portion, which will allow time for Defendants' 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.

G. MONETARY PAYMENT

18. Defendants shall provide a monetary payment in the amount of \$235,000 (the "Settlement Amount"), which includes \$220,000 to ERC for damages, attorneys' fees and costs, and the cost of future fair housing training and compliance, and \$15,000 in penalties to the District. Within ten (10) days of the Effective Date, Defendants will make the Settlement Amount payments described above through one wire payment to ERC's Counsel, Handley Farah & Anderson PLLC and one wire payment to the District pursuant to wire transfer instructions provided by Plaintiffs.

H. COMPLIANCE TESTING

19. Defendants agree that the ERC will conduct 20 compliance tests over the term of this Agreement for D.C. properties with which Defendants are involved. Ten tests will be conducted of multifamily properties managed by Barkan for which Barkan provides leasing services and 10 tests will be conducted of properties for which Entrata provides leasing call center services. The cost of such tests is \$30,000, which is included in the Settlement Amount described in Paragraph 16. Utilizing trained ERC testers, the ERC will design and conduct telephone and/or in person testing in order to evaluate compliance with fair housing requirements by Defendants. The ERC will conduct testing of Defendants to ascertain the treatment afforded potential renters who fall within the protected demographics.
20. The ERC, on behalf of itself and its testers, expressly waives any and all claims and rights of action against Defendants based upon the results of any such fair housing testing, except to enforce the Agreement. The ERC would report in writing the test results to Defendants as soon as practicable, but no later than 30 business days past the date on which such testing is conducted. ERC will advise at the time the test results are conveyed whether it maintains a violation of federal, state or local fair housing laws has occurred and its suggested practical and reasonable cure. Each Defendant shall have a period of 30 days from its receipt of such test results to cure the purported violation or to otherwise respond

to the ERC as to why the alleged conduct should not be considered a violation or why an alternative means of curing the purported violation is a sufficient reasonable solution. If the parties in good faith cannot reach an agreement, either party can seek resolution from a Court of competent jurisdiction.

I. COOPERATION

21. Entrata agrees to timely respond to any subpoenas directed to it regarding potential housing discrimination or violations of consumer protection laws in D.C.

J. REPORTING REQUIREMENT

22. Annually during the Term of the agreement, each Defendant shall submit to the District a sworn statement identifying any complaints received by the Defendant alleging a violation of the DCHRA. The statement shall include:
- i. the date and location of the complaint and alleged incident;
 - ii. A summary of the complaint and alleged incident, including the name and contact information of the complainant, if that complainant authorizes the reporting party to disclose their name and contact information; and
 - iii. The remedial measures, if any, taken by Defendant with respect to the complaint and alleged incident.

K. OBLIGATIONS OF DEFENDANTS UNDER THE CONSENT ORDER

23. All parties must be bound by all provisions of this Order. However, if a party has ceased all operations it may submit an affidavit to both Plaintiffs attesting as such and be relieved of the injunctive terms of the Agreement for so long as the party remains inactive. Additionally, if a party provides no services related to leasing residential real estate in the District of Columbia, and lacks a controlling interest in leasing residential real estate in the District of Columbia, it may submit an affidavit to Plaintiffs attesting as such and be relieved of the injunctive terms in the Agreement excepting paragraph 18, so long as the party does not provide services related to leasing residential real estate in the District of Columbia and lacks a controlling interest in leasing residential real estate in the District of Columbia. If, during the term of the Agreement, any Defendant that has submitted such affidavit either provides services related to leasing residential real estate in the District of Columbia or obtains a controlling interest in leasing residential real estate in the District of Columbia, such Defendant shall automatically be subject to the injunctive terms in the Agreement for the remainder of the Term of the Agreement.

L. OTHER PROVISIONS

24. 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.
25. This Agreement may not be used by any consumer or any other person, entity, or organization as evidence of unlawful act(s) or liability any of the Defendants, or

any other person or entity, other than the Plaintiffs as necessary to enforce this Agreement.

26. Mutual Release: As of the Effective Date of this Agreement, the Defendants, on behalf of themselves, and all persons or entities claiming by, through or under them, and their respective heirs, successors, and assigns, hereby fully, completely and finally waive, release, remise, acquit, and forever discharge and covenant not to sue any other Defendant, as well as any other Defendant's respective agents, attorneys, insurers, representatives, officers, and directors, with respect to any and all claims and causes of action of any kind, known or unknown, at law or in equity, demands, suits, debts, and liabilities, whether in tort, contract, or any other legal theory, arising out of or in any way relating to the D.C. Superior Court Case and/or the Claims that have accrued from the beginning of time up to and including the Effective Date of this Agreement, excluding any claims and causes of action of any kind, known or unknown, at law or in equity, demands, suits, debts, and liabilities, whether in tort, contract, or any other legal theory, arising out of or in any way relating to bad faith, fraud, or willful or intentional misrepresentation of or by a Defendant or that Defendant's respective agents, attorneys, insurers, representatives, officers, or directors.
27. 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
Executive Director
The Equal Rights Center
820 First St. NE, LL160
Washington, D.C. 20002
Telephone: 202-370-3220
KScott@equalrightscenter.org

With a copy to:

Matthew Handley
Handley Farah & Anderson PLLC
1201 Connecticut Avenue, NW
Suite 200K
Washington, D.C. 20036
Telephone: 202-559-2411
Email: mhandley@hfajustice.com

b. For the District:

Griffin Simpson
Samantha Hall

Office of the Attorney General for the District of
Columbia
Public Advocacy Division
Civil Rights & Elder Justice Section
400 6th Street, NW
Washington, D.C. 20001
Telephone: (202) 727-3400
Email: griffin.simpson1@dc.gov
samantha.hall@dc.gov

c. For AIG:

John Holmes
4519 Klingle Street, NW
Washington, D.C. 20016
Telephone: (202) 744-0820
Email: jholmes@adamsinvestment.com

d. For Adams-Cathedral:

John Holmes
4519 Klingle Street, NW
Washington, D.C. 20016
Telephone: (202) 744-0820
Email: jholmes@adamsinvestment.com

e. For Barkan:

Daniel Bauman, President
Barkan Management Company, Inc.
7 Wells Avenue, Suite 11
Newton, MA 02459-3212
Telephone: (617) 532-8602
Email: dbauman@barkanco.com

With a copy to:

Christina A. Ferrari, Esquire
Bernstein, Shur, Sawyer & Nelson, P.A.
670 N. Commercial Street, Suite 108
P.O. Box 1120
Manchester, NH 03105-1120
Telephone: (603) 623-8700
Email: cferrari@bernsteinshur.com

f. For Broadhouse:

John Burke
Authorized Agent for Broadhouse Management
Group LLC
1029 N. Royal Street, Suite 301

Alexandria, VA 22314
Email: jburke@mcwb.com

With a copy to:

Justin M. Flint, Esquire
Channing L. Shor, Esquire
ECCLESTON & WOLF, P.C.
1629 K Street, N.W., Suite 260
Washington, DC 20006
Telephone: (202) 857-1696
Email: flint@ewdc.com
Email: shor@ewdc.com

g. For Entrata:

Jamis Gardner
Chief Legal Counsel
Entrata, Inc.
4205 N Chapel Ridge Rd
Lehi, UT 84043
801-375-5522
legal@entrata.com

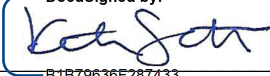
28. Waiver: Failure of any party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such party's rights or remedies or a waiver by such party of any default by another Party in performance or compliance with any terms of this Agreement.
29. Authority: 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.
30. 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: 11/14/2023

The Equal Rights Center

DocuSigned by:

B1B79636F287433...

Name: Kate Scott
Title: Executive Director

Date: ____, 2023

The District of Columbia

BRIAN L. SCHWALB
Attorney General for the District of
Columbia

Alicia M. Lendon
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

Date: ____, 2023

Adams Investment Group LLC

Name:
Title:

Date: ____, 2023

Adams-Cathedral, LLC

Name:
Title:

Date: ____, 2023

Barkan Management Company, Inc.

Name:
Title:

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

Date: ____, 2023

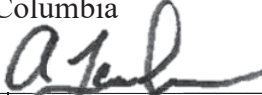
The Equal Rights Center

Name: Kate Scott
Title: Executive Director

Date: November 29, 2023

The District of Columbia

BRIAN L. SCHWALB
Attorney General for the District of
Columbia



Alicia M. Lendon
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

Date: ____, 2023

Adams Investment Group LLC

Name:
Title:

Date: ____, 2023

Adams-Cathedral, LLC

Name:
Title:

Date: ____, 2023

Barkan Management Company, Inc.

Name:
Title:

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

Date: _____, 2023

The Equal Rights Center

Name: Kate Scott
Title: Executive Director

Date: _____, 2023

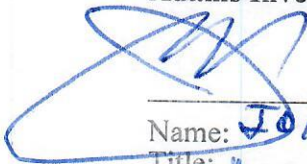
The District of Columbia

BRIAN L. SCHWALB
Attorney General for the District of
Columbia

Alicia M. Lendon
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

Date: 11/13, 2023

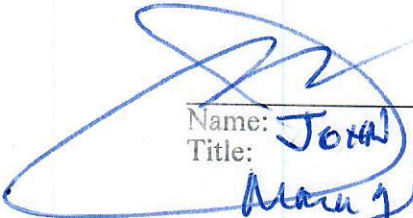
Adams Investment Group LLC



Name: Jorma Holmes
Title: Managing Member

Date: 11/18, 2023

Adams-Cathedral, LLC



Name: Jorma Holmes
Title: Managing Member

Date: _____, 2023

Barkan Management Company, Inc.

Name:
Title:

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

Date: ____, 2023

The Equal Rights Center

Name: Kate Scott
Title: Executive Director

Date: ____, 2023

The District of Columbia

BRIAN L. SCHWALB
Attorney General for the District of
Columbia

Alicia M. Lendon
Chief, Civil Rights & Elder Justice Section
Public Advocacy Division

Date: ____, 2023

Adams Investment Group LLC

Name:
Title:

Date: ____, 2023

Adams-Cathedral, LLC

Name:
Title:

Date: 11/15, 2023

Barkan Management Company, Inc.


Name: Daniel Barkan
Title: President

Date: 11/14, 2023

Broadhouse Management Group LLC



Name: John Burke
Title: member

Date: , 2023

Entrata, Inc.

Name:
Title:

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date

The Honorable Neal E. Kravitz
Judge, The Superior Court of the
District of Columbia

Date: ____, 2023

Broadhouse Management Group LLC

11/14/2023

Date: ____, 2023

Name:
Title:

Entrata, Inc.


DocuSigned by:


149E326013314C9...
Name: Mark Hansen
Title: CFO

IT IS SO ORDERED, ADJUDGED AND DECREED.

December 6, 2023

Date



The Honorable Neal E. Kravitz
Judge, The Superior Court of the
District of Columbia