

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and among the Equal Rights Center (the “ERC”) and Ms. Debra Campbell (“Ms. Campbell”), (ERC and Ms. Campbell collectively, the “Plaintiffs”), and Vaughan McLean, LLC, Capital Properties Management Services, LLC, and Capital Properties Services, LLC (collectively, the “Defendants”) (the Plaintiffs and the Defendants collectively, the “Parties”, and each individually, a “Party”), and made effective as of the Effective Date (as defined in Paragraph A.1 below).

RECITALS

WHEREAS, on June 17, 2021, Plaintiffs filed a complaint before the U.S. District Court for the District of Columbia (“District Court”), Case Number 1:21-cv-01643 (hereinafter referred to as the “DC District 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 Housing Choice Vouchers (“Vouchers”) issued by the D.C. Housing Authority in violation of the District of Columbia Human Rights Act’s prohibitions against source of income discrimination in housing, see D.C. Code § 2.1402.21 (“DCHRA”); (2) Defendants engaged in a practice of unlawfully refusing to rent units to applicants who wished to pay for all or a portion of their housing costs using Vouchers that has a disparate impact on the basis of race in violation of the federal Fair Housing Act, see 42 U.S.C. § 3604 (“FHA”), and the D.C. Human Rights Act, see D.C. Code § 2.1402.21, and (3) by so doing, the aforementioned Defendants engaged in a deceptive trade practice designed to mislead prospective tenants about the use of Vouchers in their leases in violation of the D.C. Consumer Protection Procedures Act, see D.C. Code § 28-390,

WHEREAS, Defendants have denied the allegations of the Complaint and any wrongdoing or liability. Nothing in this Agreement constitutes or may be construed as an admission of liability as to any concerns of or allegations made by the ERC or Ms. Campbell, all of which are expressly denied by Defendants, and

WHEREAS, the Parties 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 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 all of the Parties have executed the Agreement and all counsel of record have received a copy of the fully executed Agreement;
2. “**Plaintiffs’ Claims**” mean all actual claims, regarding the Vaughan Place Apartments property, raised in this action by or on behalf of the ERC and Ms.

Campbell in the DC District 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

This Agreement applies to the Plaintiffs' Claims arising on or before the Effective Date.

C. REPRESENTATIONS, AFFIRMATIONS, AND NON-DISCRIMINATION POLICY

1. Defendants represent and warrant that they do not jointly or separately own, manage, or have responsibility for leasing of residential units except for a few units that are subject to the Tenant Opportunity to Purchase Act.
2. Defendants affirm that they currently are in compliance, and represent that they will continue to comply, with all relevant federal, state, and local fair housing laws, including source of income laws, with respect to any residential units they still own or manage.
3. Defendants affirm that they have implemented and represent that they will continue to maintain a written policy requiring that all residential real estate properties still owned and/or managed by Defendants comply with federal, state, and local fair housing laws and that such policy will apply to all residential real estate properties they may acquire in the future.
4. Defendants represent and warrant that, if they acquire new residential rental real estate and/or advertise or lease rental apartments, they will continue not to discriminate against any current or prospective tenant on any of the bases prohibited by the FHA, the DCHRA, or other relevant local fair housing laws, including discrimination on the basis of race and source of income.

D. PUBLIC DOCUMENT

This Settlement Agreement is subject to certain terms set forth in a Confidential Side Letter, which is incorporated in this Agreement as if fully set forth herein. The parties and their attorneys agree that this Settlement Agreement is a public document and that the Confidential Side Letter and its terms are and shall remain confidential.

E. RELEASES

1. In consideration of this Agreement, and except as otherwise provided herein, Plaintiffs agree to release Defendants, their insurer(s), and their predecessors or successors in interest, and all of their past and current directors, officers, employees, attorneys, agents, and assigns from Plaintiffs' Claims; provided however, that this release shall not apply to the enforcement of this Agreement.

2. In consideration of this Agreement, Defendants, on behalf of themselves and their employees, agree to release Ms. Campbell, and 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 Plaintiffs' Claims; provided however, that this release shall not apply to the enforcement of this Agreement.
3. 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, except as set forth in the Confidential Side Letter.

F. DISMISSAL

Following performance of the obligations set forth in the Confidential Side Letter, Plaintiffs will file a mutually acceptable Stipulation of Dismissal with Prejudice in Case Number 1:21-cv-01643 before the U.S. District Court for the District of Columbia. Failure by Plaintiffs to affect the dismissal of the DC District Court Case is acknowledged by all of the Parties to be a breach of this Agreement and renders Plaintiffs ineligible to receive any portion of the consideration provided for under this Agreement.

G. OTHER PROVISIONS

1. Enforcement: Any motions, applications, claims, or causes of action arising from any disputes relating to this Agreement shall be brought in the District Court. Each Party hereby consents to personal jurisdiction, waives any objection as to jurisdiction or venue, and agrees not to assert any defense based on lack of jurisdiction or venue in the District Court with respect to any disputes relating to this Agreement. Should a dispute arise, the complaining party will make a good faith effort to resolve the dispute prior to resorting to Court action to enforce the 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 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 Court shall be entitled to award costs and reasonable attorneys' fees. A complaining party shall not seek Court intervention without first providing 30 days' written notice to the party alleged to have failed to comply with a material provision of the Agreement and permitting the party alleged to have failed to comply an opportunity to resolve the dispute.
2. Entire Agreement: This Agreement and the Confidential Side Letter constitute 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.

3. Modification: This Agreement may be modified only by writing signed by the Parties.
4. 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
Suite LL160
Washington, DC 20002

With a copy to:

Mirela Missova
WASHINGTON LAWYERS' COMMITTEE
FOR CIVIL RIGHTS AND URBAN AFFAIRS
700 14th Street N.W., Suite 400
Washington, DC 20005
Telephone: (202) 319-1000
Facsimile: (202) 319-1010

Michael L. Spafford
PAUL HASTINGS LLP
2050 M Street N.W.
Washington, DC 20036
Telephone: (202) 551-1988
Facsimile: (202) 551-0488

- b. For Defendants:

Matthew F. Nieman
JACKSON LEWIS, P.C.
10701 Parkridge Boulevard Suite 300
Reston, VA 20191
Telephone: (703) 483-8300
Facsimile: (703) 483-8301

H. 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.

- I. 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.
- J. Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

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

Date: October 11, 2023

The Equal Rights Center

By: 
Name: Kate Scott
Title: Executive Director

Date:

Ms. Debra Campbell

By: _____

Date:

Capital Properties Services, LLC

By: _____
Name:
Title:

Date:

Capital Properties Management Services, LLC

By: _____
Name:
Title:

Date:

Vaughan McLean, LLC

By: _____
Name:
Title:

waiver by such Party of any default by another Party in performance or compliance with any terms of this Agreement.

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

Date: _____
The Equal Rights Center
By: _____
Name: Kate Scott
Title: Executive Director

Date: _____
Ms. Debra Campbell
By:  _____
DocuSigned by:
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Date: _____
Capital Properties Services, LLC
By: _____
Name:
Title:

Date: _____
Capital Properties Management
Services, LLC
By: _____
Name:
Title:

Date: _____
Vaughan McLean, LLC
By: _____
Name:
Title:

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

Date: The Equal Rights Center
By: _____
Name: Kate Scott
Title: Executive Director

Date: Ms. Debra Campbell
By: _____

Date: 10/17/2023 Capital Properties Services, LLC
By: Michael Albert
Name: Michael Albert
Title: Treasurer

Date: 10/17/2023 Capital Properties Management Services, LLC
By: Michael Albert
Name: Michael Albert
Title: Treasurer

Date: 10/17/2023 Vaughan McLean, LLC
By: Michael Albert
Name: Michael Albert
Title: Treasurer