

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

DISTRICT OF COLUMBIA)	
)	
Plaintiff,)	Case No.: 2018 CA 008733 B
)	
v.)	
)	
220 HAMILTON STREET, LLC, <i>et al.</i>)	
)	
Defendants.)	
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ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance is between the District of Columbia (“District”) Office of the Attorney General (“OAG”) and Defendant Vision Realty Management, LLC (“Vision Realty”). The District and Vision Realty (collectively, the “Parties”) agree to resolve the District’s claims as set forth below.

I. THE PARTIES

1. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. OAG is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees, for violations of the District of Columbia’s consumer laws, including the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* Furthermore, OAG is authorized to bring legal action against any landlord who does not operate their property in compliance with DC Housing Laws under the Tenant Receivership Act (“TRA”), D.C. Code § 42-3651.01, *et seq.*

2. Defendant Vision Realty Management, LLC is a limited liability company organized under the laws of Maryland and maintains a principal place of business at 6325 Woodside Court, Suite #230, Columbia, MD 21046. Defendant Vision Realty is the property management company for 220 Hamilton Street N.W. Vision Realty is engaged in the business of real estate management.

II. DEFINITIONS

3. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Assurance shall refer to any resident of the District of Columbia to whom Defendants have managed or offered rental housing accommodations.

4. “District’s Housing Laws” shall mean D.C. Housing Code (1 through 16 of Title 14 of the District of Columbia Municipal Regulations or Titles 12A-12L of the District of Columbia Municipal Regulations), the D.C. indoor mold law (D.C. Code §§ 8-241.01-241.09), and regulations (20 DCMR §§3200-3299).

5. “Litigation” shall refer to the Complaint and other papers served and/or filed by the District in the lawsuit known as *District of Columbia v. 220 Hamilton Street, LLC, et al.*, filed in the Superior Court of the District of Columbia (Civil Division), Case No. 2018 CA 008733 B.

III. PRIOR PROCEEDINGS

6. On December 19, 2018, the District filed a Complaint against, *inter alia*, Vision Realty regarding its alleged failure to maintain the apartment building at 220 Hamilton Street NW, Washington, D.C. 20011 (the “Property”). The District’s Complaint alleges, among other things, that Vision Realty has violated the Tenant Receivership Act (“TRA”), D.C. Code §§ 42-3651.01, *et. seq.*, and multiple sections of the Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et. seq.*

7. Vision Realty denies it has violated the TRA, the CPPA, or any other law or regulation. Vision Realty is entering into this Assurance to avoid further attorney's fees and expenses associated with this Litigation and to end the Litigation. Nothing contained in this Assurance is, or may be construed, to be an admission by Vision Realty of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing. Nothing in this Assurance shall waive, release, or otherwise affect any claims, defenses, or positions Vision Realty may have in connection with any investigations, claims, or other matters the District of Columbia is not releasing hereunder.

IV. APPLICATION

8. The provisions of this Assurance shall apply to Vision Realty and all persons or entities that it controls or has the ability to control, including without limitation its principals, officers, directors, employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries.

V. TERMS

9. Vision Realty shall not engage in any unfair or deceptive trade practice prohibited by the CPPA within the District of Columbia.

10. Vision Realty shall not engage in any practice that violates the District's Housing Laws.

11. Vision Realty shall not make any statements or omissions of material fact that tends to deceive or mislead consumers concerning Vision Realty's willingness and ability to provide housing in compliance with the District's Housing Laws.

12. Vision Realty shall not offer for rent any residential housing unit in the District unless it is able to supply such housing unit in compliance with the District's Housing Laws.

13. Vision Realty shall implement and maintain a training program to ensure that all employees and management have sufficient knowledge of the District of Columbia's Housing Laws. Vision Realty shall provide the training required under this paragraph to all employees and management within 30 days of the execution of this Assurance. Thereafter, Vision Realty shall provide the training required under this paragraph on an annual basis, or more frequently if appropriate. Vision Realty shall provide notice to the District in the form of a sworn affidavit upon implementation of the training program required by this paragraph and a copy of the training materials to be provided to participants. Vision Realty shall also provide information about the date of the initial training and a list of the attendees.

14. Vision Realty shall implement and maintain written policies regarding this Assurance. Vision Realty shall provide the policies required under this paragraph to all new employees and management on the first day of employment. Vision Realty shall provide notice to the District in the form of a sworn affidavit as well as a copy of the written policies upon implementation of the written policies required by this paragraph.

15. The terms set forth in paragraphs 9-12 above shall only apply to Vision Realty's conduct in connection with the Property.

VI. PAYMENT TERMS

16. Within twenty (20) days of the date of execution of this agreement, Vision Realty shall pay to the District the sum of Twenty-Five Thousand Dollars (\$25,000.00).

VII. ADDITIONAL TERMS

17. Upon receipt of the payment due under paragraph 16, the District releases Vision Realty from all claims that the Attorney General asserted based on the facts alleged in the District's Complaint in the Litigation.

18. Vision Realty shall deliver a copy of this Assurance to all their corporate officers and management within thirty (30) days of the date of this agreement.

19. Vision Realty shall not cause or encourage any third-parties over which it has control, or knowingly permit third-parties acting on its behalf, to engage in any practices from which Vision Realty is prohibited by this Assurance. This Assurance shall be considered effective and fully executed on the last date which any party executes the Assurance. This Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

20. The parties voluntarily agree to this Assurance without trial or adjudication of any issue of fact or law as a compromise settlement of all claims that OAG could have brought, pursuant to D.C. Code §§ 42-3651.01, *et. seq.* and D.C. Code §§ 28-3901, *et. seq.*, against Respondent related to the factual issues set out in paragraph 6.

21. All notices under this Assurance shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

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and

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AGREED TO BY THE DISTRICT OF COLUMBIA:

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Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General, Public Advocacy Division

BENJAMIN M. WISEMAN
Director, Office of Consumer Protection

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Chief, Social Justice Section



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(202) 727-3012 (phone)

Dated: 6/11/2020

AGREED TO BY VISION REALTY, LLC



Vision Realty, LLC

Dated: 6/10/2020