

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Case No. 2018 CA 008262 B
)	
EVOLVE, LLC,)	
)	
<i>Defendant.</i>)	
)	

CONSENT ORDER AND JUDGMENT

Plaintiff District of Columbia (“District”), by and through its Office of Attorney General, brought this action alleging violations of the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* The District and Defendant Evolve LLC (“Evolve”) (together, the “Parties”) stipulate to the entry of this Consent Order and Judgment (“Order”) to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff the District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General has authority to enforce the District’s consumer protection laws, including the CPPA, pursuant to D.C. Code §-28-3909.

2. Defendant Evolve LLC is a residential real estate company that owns and operates an apartment building located at 821 Maryland Ave., N.E., Washington, D.C. 20002.

FACTS

7. This Court has jurisdiction over this matter and the Parties.

8. The District filed its Complaint on November 28, 2018, alleging that Evolve violated the CPPA by engaging in housing practices that discriminated on the basis of source of income.

9. The District filed a motion for a temporary restraining order and preliminary injunction two days later. After a hearing on that motion, the District and Evolve agreed to resolve the motion by entering into a consent agreement that was memorialized in a praecipe filed on January 23, 2019.

10. On November 1, 2019, the District moved for summary judgment, contending that the undisputed facts showed that Evolve engaged in discriminatory consumer practices and thus violated the CPPA as a matter of law.

11. The Court granted the District's motion for summary judgment and found Evolve liable for violating the CPPA in an order dated February 25, 2020.

12. The sole remaining disputed issue is the appropriate remedy for Evolve's violations of the CPPA. The District seeks civil penalties, attorneys' fees and costs, and injunctive relief. Evolve has indicated its opposition to the District's proposed remedies.

13. The District and Evolve enter into this Order to avoid further litigation on remedies and to conserve resources. The Parties have agreed to the terms in this Order to fully resolve the case.

INJUNCTION

14. Evolve shall not engage in any act or practice that violates the CPPA or the District of Columbia Human Rights Act (“DCHRA”), D.C. Code §§ 2-1401.01, *et seq.*

15. Evolve shall not post any advertisements for rental housing property that state that housing-assistance recipients, including participants in the Housing Choice Voucher Program (“voucher participants”), are ineligible to lease any residential property owned or managed by Evolve in the District of Columbia.

16. Evolve shall includes language affirmatively stating that it accepts voucher recipients on all advertisements, notices, websites controlled by it or its contractors that are responsible for leasing.

17. Evolve shall not maintain policies or practices that discriminate against housing-assistance recipients, including voucher participants, from leasing any residential property owned or managed by Evolve in the District of Columbia.

18. Evolve shall not maintain any practices or policies that discriminate against individuals in the District of Columbia based on their source of income.

19. Evolve shall implement and maintain written policies regarding compliance with District of Columbia laws regarding discrimination in housing based on source of income and other protected categories. Evolve shall provide the policies required under this paragraph to all current employees, principals, officers, directors, and contractors responsible for leasing within 60 days of this Order. Should Evolve hire any new employees, principals, officers, directors, and/or contractors responsible for leasing rental property, Evolve shall provide the policies implemented pursuant to this paragraph within the first 3 days of their employment or retention.

20. Evolve shall provide the policies implemented and maintained pursuant to Paragraph 19 to the Office of the Attorney General within 60 days of this Order.

21. Evolve shall provide housing anti-discrimination training, including training regarding the DCHRA, to all employees, principals, officers, directors, and/or contractors responsible for leasing rental property at the time of hiring and at least once every year beginning in 2020 and continuing through 2024 or the year in which Evolve completes its payments in compliance with Paragraph 22-24, whichever occurs first. Evolve shall provide an annual certification to the Office of the Attorney General that it has complied with this training requirement. Evolve may provide an online or telephonic training. The online anti-discrimination in housing class offered by the District of Columbia Office of Human Rights or Equal Rights Center shall be sufficient to satisfy this requirement.

MONETARY TERMS

22. Evolve shall pay the District a total of \$250,000 for civil penalties, attorneys' fees, and costs pursuant to the payment schedule set out in Paragraph 23. Payment shall be made by check made out to "D.C. Treasurer" and delivered to the Office of the Attorney General consistent with instructions from the Office of the Attorney General.

23. Evolve shall make payments of \$5,000 per month by the tenth day of each month starting in January 2021 for 50 months. If Evolve fails to timely make any monthly payment due under this paragraph, the remainder of the amount owed under Paragraph 22 is immediately due to the District and may be collected under any procedures available to collect a money judgment.

24. If Evolve makes 37 timely payments totaling \$185,000 under Paragraph 22, the District shall waive the remainder of the total amount owed under this Order.

GENERAL PROVISIONS

25. The effective date of this Order shall be the date it is entered by this Court.
26. The provisions of this Order shall apply to Evolve and all current, former and future officers, directors, employees, agents, members, or shareholders of Evolve.
27. The Parties may apply to the Court to modify this Order by agreement at any time.
28. Unless otherwise set forth above, Evolve shall undertake all actions and implement all changes required by this Order within 60 days of its entry by the Court.
29. The District shall provide a 10-day notice letter by email and first-class mail to Evolve upon a good faith belief that Evolve or any other entity has violated the injunctive terms of this Order. The affected entities shall have 10 days from the receipt of the notice to explain and correct any violation before the District shall take any legal action to enforce the terms of this Order.
30. Evolve shall not cause third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Evolve is prohibited by this Order. Evolve shall not participate, directly or indirectly, in any activity, or form a separate entity or corporation, for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Order, or for any other purpose that would otherwise circumvent any part of this Order or the spirit or purposes of this Order.
31. This Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Order nor prior versions of any of its terms that were not entered by the Court in this Order may be introduced for any purpose whatsoever.

32. By agreeing to this Order, the Parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia. This Order may not be used by any consumer or any other person or organization as evidence of unlawful act(s) or liability by Evolve, or any other person or entity, other than the District, as necessary, to enforce this Order. There are no third party beneficiaries of this Order.

33. This Court retains jurisdiction of this Order and the Parties for the purpose of enforcing this Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Order without a court order.

34. This Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

35. All notices sent pursuant to this Order shall be provided to the following address by first class and electronic mail, unless a different address is specified in writing by the party changing such address:

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Counsel for Plaintiff District of Columbia

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Counsel for Defendant Evolve, LLC

36. Any failure by any party to this Order to insist upon the strict performance by any other party of any of the provisions of this Order shall not be deemed a waiver of any of the provisions of this Order, and such party, notwithstanding such failure, shall have the right, thereafter, to insist upon the specific performance of any and all of the provisions of this Order.

37. If any clause, provision, or section of this Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Order and this Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

38. Nothing in this Order shall be construed as relieving Evolve of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

39. This Order finally disposes of all claims alleged in the Complaint by the District.

40. This Order may be executed in multiple counterparts, all of which, taken together, shall be deemed one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Kathleen Konopka

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Public Advocacy Division

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Attorneys for Defendant Evolve, LLC

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

**The Honorable Heidi M. Pasichow
Associate Judge
Superior Court of the District of Columbia**