

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>4316 14TH STREET, N.W., LLC, <i>et al.</i>,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. 2020 CA 002921 B</p> <p>Judge Heidi Pasichow</p>
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CONSENT ORDER

This Consent Order (“Order”) is entered into between plaintiff the District of Columbia (the “District”) and Defendant 4316 14th Street, N.W., LLC (“4316 14th Street”) to resolve all issues between the District and 4316 14th Street in the above-captioned case. The District and Defendant 4316 14th Street (collective, the “Parties”) agree to the entry of this Order.

I. THE PARTIES

1. Plaintiff the District of Columbia, a municipal corporation, 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 Office of the Attorney General for the District of Columbia is authorized to investigate, file, and resolve legal actions seeking injunctive relief, restitution, civil penalties, attorney’s fees, and costs for violations of the District of Columbia’s laws, including the District of Columbia Human Rights Act (DCHRA), D.C. Code § 2-1401.01 *et seq.*

2. Defendant 4316 14th Street is a limited liability company that provides services in the Washington metropolitan area.

II. THE DISTRICT’S ALLEGATIONS

3. The District alleges as follows:
 - a. The DCHRA provides that “it shall be an unlawful discriminatory practice to [make] any ... statement, or advertisement, with respect to a transaction, or proposed transaction, in real property ... [that] unlawfully indicates or attempts unlawfully to indicate any preference, limitation, or discrimination based on the ... source of income ... of any individual.” D.C. Code § 2-1402.21(a)(5). Rental payment from a Section 8 voucher is a source of income under the DCHRA. *See* D.C. Code § 2-1402.21(e) (expressly defining “source of income” broadly to encompass income from all legal sources, including funding from Section 8 of the United States Housing Act of 1937”; D.C. Code § 2-1402.02(29) (expressly defining “source of income” to include “federal payments”); OHR Guidance No. 16-01 (stating that source of income includes “short- and long-term rental subsidies” such as “Housing Choice Vouchers”).
 - b. On April 18, 2020 Defendant 4316 14th Street, through Defendant Aysegul Yuksek, posted a discriminatory advertisement for 4316 14th Street N.W., Washington, D.C. 20011 (the Property). The advertisement stated that the Property was a two-bedroom, two-bath townhouse available to rent in the District for \$2,200.00 per month. The advertisement stated, “Not available for housing vouchers.”
 - c. The advertisements were posted on Craigslist.org for at least two days.
 - d. Defendant’s statements in the Property’s online postings that they would not rent to Housing Voucher holders is a discriminatory advertisement based on the source of income of individuals in violation of D.C. Code § 2-1402.21(a)(5).

e. Defendant's advertising and refusal to accept voucher holders is also a discriminatory practice against African Americans in violation of D.C. Code §§ 2-1402.21(a)-(a)(1).

III. DEFENDANT'S POSITION

4. Defendant denies any wrongdoing in this matter and denies any liability to the District.

IV. THE PARTIES' AGREEMENT

5. In an effort to resolve this case without further litigation, the Parties agree to settle this matter without acknowledgment of wrongdoing. The Parties voluntarily agree to the entry of this Order without trial or adjudication of any issue of fact or law as a full and final settlement of all civil claims under the DCHRA that the District has brought or could have brought in this case against Defendant 4316 14th Street based on the conduct alleged in the Complaint and set forth above. Nothing in the terms of this Consent Order shall be construed as an admission of wrongdoing by Defendant 4316 14th Street, nor as an admission by the District that its claims are not well-founded. Nothing in the terms of this Consent Order shall be construed as a release of any claims the District has brought or could have brought against Defendant Aysegul Yuksek.

V. APPLICATION

6. The provisions of this Order shall apply to Defendant 4316 14th Street and its principals, officers, directors, and employees operating in the normal course of their employment with Defendant 4316 14th Street. The provisions of this Order shall also apply to independent contractors who provide services on behalf of Defendant 4316 14th Street in the District.

7. The provisions of this Order, including all terms of injunctive relief set forth herein, shall apply to Defendant 4316 14th Street for so long as Defendant 4316 14th Street offers services in the District.

VI. INJUNCTIVE TERMS

8. Defendant 4316 14th Street shall not engage in any practice with respect to their real estate services in the District, including the posting of advertisements, that violates the DCHRA, D.C. Code § 2-1402.21.

9. Defendant 4316 14th Street shall not post advertisements that either expressly or implicitly indicate any preference against housing voucher holders.

10. For so long as Defendant 4316 14th Street continues to offer services in the District, Defendant 4316 14th Street shall maintain written policies that reflect the District of Columbia's laws regarding discrimination based on source of income and other protected categories under D.C. Code § 2-1402.21. Defendant 4316 14th Street shall provide the policies required under this paragraph to all current employees, independent contractors, management, and corporate officers. Within the first 14 days of an individual's employment or services on behalf of Defendant 4316 14th Street, Defendant 4316 14th Street shall provide the policies as required under this paragraph to all new employees or contractors hired after the date of this Order. Defendant 4316 14th Street shall also provide the policies required under this paragraph to the District within 30 days of this Order.

11. Within 60 days of this Order, and on at least an annual basis for so long as Defendant 4316 14th Street continues to offer services in the District, Defendant 4316 14th Street shall require that all employees, management, and independent contractors providing services on behalf of Defendant 4316 14th Street have received training on D.C. Code § 2-1402.21 regarding

discrimination based on source of income and other protected categories, and on the District's fair housing laws in the last calendar year or within 30 days of beginning to provide services on behalf of Defendant 4316 14th Street.

12. For a period of three years after entry of this Order, on an annual basis, Defendant 4316 14th Street shall submit to the District a sworn statement identifying any complaints received by Defendant 4316 14th Street alleging a violation of the DCHRA, either formally or informally, and either in writing or orally. The statement shall include: (i) the date of the complaint and alleged incident; (ii) a summary of the complaint and alleged incident; and (iii) the remedial measures taken by Defendant 4316 14th Street with respect to the complaint and alleged incident.

13. For a period of three years after entry of this Order, Defendant 4316 14th Street shall maintain records of all advertisements, notices, signs, or statements of available properties posted by Defendant 4316 14th Street, to be available for inspection by the District.

VII. MONETARY PROVISIONS

14. Defendant 4316 14th Street shall pay the District a total of \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) to be made in three installments of \$2,500.00 (Two Thousand Five Hundred Dollars and Zero Cents), as follows:

- a. Within 30 days of the date of the entry of this Order, Defendant 4316 14th Street will submit the first installment of \$2,500.00 to the District.
- b. Within 90 days of the date of the entry of this Order, Defendant 4316 14th Street shall submit the second installment of \$2,500.00 to the District.
- c. Within 180 days of the date of the entry of this Order, Defendant 4316 14th Street NW shall submit the third installment of \$2,500.00 to the District.

15. Payments under this Section shall be by wire transfer, made payable to the D.C.

Treasurer and delivered to the District.

VIII. ADDITIONAL TERMS

16. This Order represents the full and complete terms of the settlement entered by the Parties.

17. The Parties may apply to the Court to modify this Order by agreement at any time.

18. This Order shall be considered effective and fully executed on the date that the Court enters this Order. This Order may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

19. All notices under 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:

For the District:

James A. Towns
Griffin Simpson
Assistant Attorney General
Public Advocacy Division
Civil Rights Section
400 Sixth Street, N.W.
Suite 10100
Washington, D.C. 20001
(202) 227 - 5364
griffin.simpson1@dc.gov
tony.towns@dc.gov

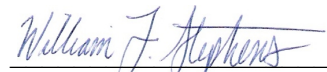
For Defendant 4316 14th Street N.W., LLC:

David M. Hornstein
1800 M Street, N.W.
Suite 450N
Washington, D.C. 20036
(202) 659-6800
DHornstein@wtplay.com

FOR THE DISTRICT OF COLUMBIA:

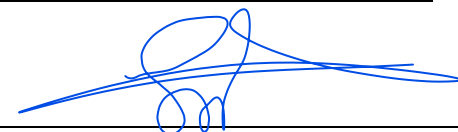
KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division


WILLIAM F. STEPHENS
Assistant Deputy Attorney General
Public Advocacy Division

Dated: October 12, 2021

FOR 4316 14TH STREET, N.W., LLC:


Owner, 4316 14th Street, N.W., LLC

Dated: 10/8/2021

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date

The Honorable Heidi Pasichow
Judge, The Superior Court of the
District of Columbia