

IN THE 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>PORTER HOUSE INTERNATIONAL REALTY GROUP, LLC, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 2020 CA 003699 B</p> <p>Judge Fern Saddler</p>
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CONSENT ORDER

This Consent Order (Order) is entered into between plaintiff the District of Columbia (the District) and defendants Porter House International Realty Group, LLC (Porter House) and Amaka Akinola (Akinola) (collectively, defendants) to resolve the above-captioned case. The District, Porter House and Akinola (collectively, 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 Porter House is a limited liability real estate company that provides services in the Washington metropolitan area.

3. Defendant Akinola is a District-licensed real estate salesperson.

II. THE DISTRICT'S ALLEGATIONS

4. 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 § 21402.02(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. The DCHRA also provides that “it shall be an unlawful discriminatory practice to “refuse or fail to initiate or conduct any transaction in real property” where such refusal or failure is “wholly or partially ... based on the actual or perceived ... race ... of any individual.” D.C Code § 2-1402.21(a)-(a)(1). Over 90 percent of voucher holders in the District are African American.
- c. The DCHRA also provides that any real estate salesperson or broker that violates the discrimination provisions of the DCHRA is a danger to the public interest. *See* D.C. Code § 2-1402.23.

- d. On or before July 19, 2020, defendant Akinola, acting under the brokerage of defendant Porter House, posted a discriminatory advertisement for 615 Galveston Street S.E., Washington, D.C. 20032 (the Property). The advertisements stated that the Property was a three-bedroom, two-and-a-half-bath end unit available to rent in the District. The advertisements indicated “No Section 8” vouchers and was posted on Craigslist.org.
- e. Defendants’ statements in the Property’s online postings that they would not rent to Housing Choice Voucher holders—“No Section 8”—is a discriminatory advertisement based on the source of income of individuals in violation of D.C. Code § 2-1402.21(a)(5).
- f. Defendants’ 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).
- g. As a real estate brokerage, defendant Porter House’s discriminatory acts are violations of the DCHRA and therefore have endangered the public interest.
- h. As a registered real estate salesperson, defendant Akinola’s discriminatory acts are a violation of the DCHRA and therefore have endangered the public interest.

III. POSITION OF DEFENDANTS

5. Defendant Porter House denies all liability in this case. Defendant Porter House denies that it committed unlawful discrimination, denies that it endangered the public interest in any manner, and denies that defendant Akinola acted as an agent of Porter House in relation to the Property.

6. Defendant Akinola denies all liability in this case. Defendant Akinola denies that she committed unlawful discrimination and denies that she endangered the public interest in any manner.

IV. THE PARTIES' AGREEMENT

7. 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 compromise settlement of all claims that the District has brought or could have brought under the DCHRA based on the facts alleged in Case No. 2020 CA 003699 B and described in Section II above. Nothing in the terms of this Consent Order shall be construed as an admission of wrongdoing by defendants, nor as an admission by the District that its claims are not well-founded.

V. APPLICATION

8. The provisions of this Order shall apply to Amaka Akinola and to Porter House and its principals, officers, directors, and employees operating in the normal course of their employment with Porter House. The provisions of this Order shall also apply to independent contractors who provide real estate brokerage services on behalf of Porter House when such contractors are offering services in the District on behalf Porter House.

9. The provisions of this Order, including all terms of injunctive relief set forth herein, shall apply to Amaka Akinola and Porter House for so long as they offer services in Washington, D.C.

VI. INJUNCTIVE TERMS

10. Defendants shall not engage in any practice with respect to its real estate services in the District, that violates the DCHRA, D.C. Code § 2-1402.21.

11. Defendants shall not post advertisements that violate the prohibition of source of income discrimination under the DCHRA, D.C. Code § 2-1402.21.

12. For so long as Porter House continues to offer services in the District, Porter House 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. Porter House shall provide additional copies of the policies required under this paragraph to all current employees, management, and corporate officers. Within the first 14 days of an individual's employment, Porter House shall provide the policies as required under this paragraph to all new employees hired after the date of this Order. Porter House shall also provide a copy of its housing discrimination training materials and policies required under this paragraph to the District within 30 days of this Order.

13. Within 60 days of this Order, and on at least an annual basis for so long as Porter House continues to offer services in the District, Porter House shall provide training to all employees and management 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.

14. For a period of three years after entry of this Order, starting on the first business day in January 2022, on an annual basis, defendants shall submit to the District a sworn statement identifying any complaints received by defendants alleging a violation of the DCHRA. 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 defendants with respect to the complaint and alleged incident.

15. For a period of three years after entry of this Order, the defendants shall maintain records of all advertisements, notices, signs, or statements of available properties posted by either defendant, to be available for inspection by the District.

VII. MONETARY PROVISIONS

16. Within 30 days of the date of the entry of this Order, Defendant Porter House shall pay the District a total of \$1,000.00 (One Thousand Dollars).

17. Defendant Akinola shall pay the District a total of \$7,500.00 (Seven Thousand Five Hundred Dollars), in accordance with the following schedule:

- a. Within 30 days of the date of entry of this Order, defendant Akinola shall pay the District \$3,750.00 (Three Thousand Seven Hundred and Fifty Dollars).
- b. Within 365 days of the date of entry of this Order, defendant Akinola shall make a subsequent payment to the District of \$3,750.00 (Three Thousand Seven Hundred and Fifty Dollars).

18. All payments under this paragraph shall be by wire transfer, made payable to the D.C. Treasurer and delivered to the District.

VIII. ADDITIONAL TERMS

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

20. 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.

21. 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
Nadeen Saqer
Assistant Attorney General
Civil Rights Section
Public Advocacy Division
400 Sixth Street, N.W.
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For Defendant Porter House:

Andrew Marcus
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1223 20th Street, N.W. – 8th Floor
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Attorney for Porter House International Realty, LLC

For Defendant Amaka Akinola:

Jessica T. Ornsby
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jto@aolawgroup.com
Attorney for Amaka Akinola

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 6, 2021

FOR PORTER HOUSE INTERNATIONAL REALTY LLC :

Jasmyen Porter, Broker



Dated: **Oct 05, 2021**

FOR AMAKA AKINOLA:

Amaka Akinola,
Real Estate Salesperson



ID: EFkHwHFFlmgZQEZGAZA2gY



ID 3mFoQ9PocmRaQNdtRkmexT2Q

Dated: **Oct 05, 2021**

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date

The Honorable Fern Saddler
Judge, The Superior Court of the District of
Columbia

eSignature Details

Signer ID: EFkhW1tFFkmgZQEZGA2AZgY
Signed by: Amaka Vanessa Akinola
Sent to email: vanessa.akinola@gmail.com
IP Address: 71.126.128.49
Signed at: Oct 4 2021, 9:08 am EDT

Signer ID: 3mFoQ9PocmRaQNdtRKmexT2Q
Signed by: Jessica Ornsby
Sent to email: jto@aolawgroup.com
IP Address: 100.36.234.211
Signed at: Oct 4 2021, 9:09 am EDT

PACKAGE CERTIFICATE

BROKER **MINT**

DC V. PORTER HOUSE - CONSENT ORDER - SIGNED BY AKINOLA.PDF

9 pages

DC v. Porter House - Consent Order - Signed by Akinola.pdf

9 pages

E-SIGN INFO

Status:

SIGNED

Originator:

Cheaz Porter
cheaz@porterhouse RealtyPros.com
IP: 71.163.141.11
Domain: porterhouse.brokermint.com
Date: Oct 05, 2021 04:43 PM



Package ID:

7FFFF9F7839FE46C9999A9E0A01C5355

Time zone:

EDT (UTC-4)

Signers:

JP

Jasmyen Porter
Jasmyen Porter

jasmyen@porterhouse RealtyPros.com
IP: 172.58.220.147

Signed

Oct 05, 2021 04:45 PM

id: bf24033e93ecd4ace4f40c14d7e1e931



HISTORY

Oct 05, 2021	04:45 PM		Jasmyen Porter	jasmyen@porterhouse RealtyPros.com	IP: 172.58.220.147	Viewed
Oct 05, 2021	04:45 PM		Jasmyen Porter	jasmyen@porterhouse RealtyPros.com	IP: 172.58.220.147	Signed
Oct 05, 2021	04:45 PM		Package has been fully signed and sealed			Completed