

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

ATTORNEY GENERAL
KARL A. RACINE



PUBLIC ADVOCACY DIVISION
CIVIL RIGHTS SECTION

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (Assurance) is entered into between the Office of the Attorney General for the District of Columbia (the District) and Hossain Kamyab and Polygon Holdings, LLC (collectively, Respondents). The District conducted an investigation into the events contained herein and alleges that violations of District law occurred. The Parties enter into this agreement voluntarily, without admission of liability, to resolve those allegations. The District and Respondents agree as follows:

I. THE PARTIES

1. The Attorney General for the District of Columbia is the chief legal officer for the District of Columbia. The Attorney General is authorized to bring legal actions for violations of the District of Columbia's Human Rights Act (DCHRA), D.C. Code § 2-1401.01, *et seq.*, which prohibits blockbusting as well as discrimination in housing based on source-of-income and matriculation status, including discriminatory advertising. The Attorney General is also authorized to bring legal actions for violations of the District of Columbia's Consumer Protection Procedures Act (CPPA), D.C. Code § 28-3901, *et seq.*

2. Respondent Polygon Holdings, LLC (Polygon) is a limited liability corporation principally incorporated in Wyoming. Polygon has been registered as a foreign corporation in the District of Columbia since January 6, 2021. Polygon owns property located at 4457 MacArthur Boulevard NW, Washington, District of Columbia 20007 (4457 MacArthur Boulevard) and 4459

MacArthur Boulevard NW, Washington, District of Columbia 20007 (4459 MacArthur Boulevard).

3. Respondent Hossain Kamyab is the sole member of Respondent Polygon and maintains a residence at 12164 Richland Lane, Herndon, Virginia 20171.

II. THE DISTRICT'S ALLEGATIONS

Blockbusting

4. Blockbusting refers to the practice of real estate speculators encouraging and manipulating real or perceived prejudice in prospective buyers in order to reduce the market value of a desired property.

5. The District alleges that after purchasing one-half of a duplex on the property located at 4457 MacArthur Boulevard on July 28, 2020, Respondents intended to purchase the other half of the duplex on the adjoining property located 4459 MacArthur Boulevard and intended to convert the entire property into condominiums.

6. The District alleges that on August 11, 2020, after the owner of 4459 MacArthur Boulevard did not sell the property, Respondents placed or allowed to be placed a sign on 4457 MacArthur Boulevard which stated: "SECTION 8 & STUDENT ACCOMODATION [sic] COMING SOON." The District alleges that this sign was in place until at least November 3, 2020.

7. The District alleges that the sign was placed in order to affect the sale or purchase of the neighboring property at 4459 MacArthur Boulevard by seeking to reduce the perceived value of that property so the homeowner would be forced to sell to Respondents. The District alleges that Respondents intended to stoke prejudice in prospective buyers against housing voucher holders and students. The District alleges that these actions constituted blockbusting in violation of the DCHRA, D.C. Code § 2-1402.22.

Discriminatory Advertising

8. The District further alleges that, through the sign, Respondents expressed an unlawful preference based on source of income and matriculation status in a notice, statement, or advertisement related to a real estate transaction, in violation of the DCHRA, D.C. Code § 2-1402.21(a)(5).

Misrepresentation in a Consumer Transaction

9. The District alleges that Respondents' sign, which stated "SECTION 8 & STUDENT ACCOMODATION [sic] COMING SOON." was misleading as to Respondents' intent for the property, in violation of the CPPA, D.C. Code § 28-3904(h), which prohibits false or misleading advertisements in consumer transactions, as well as D.C. Code § 28-3904(e) which prohibits misrepresentations to material facts which have a tendency to mislead.

Unfair and Deceptive Trade Practices

10. The District alleges that Respondents violated the DCHRA in the context of a consumer transaction and therefore committed an unfair and deceptive trade practice in violation of the CPPA, D.C. Code § 28-3904, et seq., which prohibits trade practices that violate District of Columbia law.

Respondents' Position

11. Respondents deny all allegations.

III. APPLICATION

12. The provisions of this Assurance shall apply to Respondents, and all persons or entities that they control or have the ability to control that are located or do any business in the District of Columbia or with District of Columbia residents, including any entity which Respondent Kamyab maintains an ownership or managerial position, and without limitation their

principals, officers, directors, employees, agents, successors, assignees, affiliates, merged or acquired entities or wholly owned subsidiaries (Covered Entities).

13. The provisions of this Assurance shall apply to the Covered Entities' conduct of business in the District of Columbia.

IV. INJUNCTIVE TERMS

14. Respondents shall operate their businesses that are located or do any business in the District of Columbia in compliance with all applicable laws and regulations of the District.

15. Within 90 days of the entry of this Assurance, and on at least an annual basis for so long as Respondents continues to engage in the real estate business in the District, they shall provide training to their employees who are tasked with managing or overseeing residential housing in the District of Columbia through a third-party training company regarding housing discrimination and on the District's fair housing laws.

16. Respondents will identify all properties in the District that they or any Covered Entities have a financial, ownership, or any other interest in, as of the date this Assurance is executed. Respondents will provide this list within 45 days of the execution of this Assurance, and it will list properties by address, identify the person or entity that owns the property, and the date of acquisition.

17. For as long as Respondents continue to do business related to real estate in the District of Columbia, up to a period of three years after entry of this Assurance, Respondents will report to the District the same information required by paragraph (16) above for any property in the District of Columbia acquired by a Covered Entity after entry of this Assurance. Respondents will report this information within 60 days of acquisition.

18. For as long as Respondents continue to do business related to real estate in the District of Columbia, up to a period of three years after entry of this Assurance, on an annual basis, Respondents shall submit to the District a sworn statement identifying any complaints received by Respondents, in any form, alleging any violation of the DCHRA or CPPA. The statement shall include:

- i. the date and location of the complaint and alleged incident;
- ii. a summary of the complaint and alleged incident, including the name and contact information of the complainant;
- iii. and the remedial measures, if any, taken by Respondent with respect to the complaint and alleged incident.

V. COSTS AND PENALTIES

19. Respondent shall make a payment of \$300,000.00 to the Office of the Attorney General for the District of Columbia within thirty (30) days of the execution of this Assurance. Payment under this paragraph shall be made via wire, consistent with instructions from the District.

VI. ADDITIONAL TERMS

20. Nothing in this Assurance may be construed to alter or amend the District's right to institute action, after providing advance written notice to Respondents, should the District become aware of any violations of this Assurance by Respondents.

21. 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 the District could have brought, pursuant to D.C. Code § 2-1401.01, *et seq*, against Respondent related to the factual allegations set out in paragraphs four (4) through eleven (11) above. The parties agree that execution of this Assurance shall not be construed as an admission of liability, nor shall it be considered an adjudication on the merits of the violations alleged by the District.

22. Respondents shall deliver a copy of this Assurance to any corporate officers of all Covered Entities within thirty (30) days of the date of this Assurance.

23. Respondent shall not cause or encourage any third-parties, or knowingly permit third-parties acting on their behalf, to engage in any practices from which Respondents are prohibited by this Assurance.

24. 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.

25. 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:

Alicia M. Lendon
Chief, Civil Rights Section
400 6th Street N.W., Suite 10100
Washington, D.C. 20001
Alicia.Lendon@dc.gov

For the Respondents:

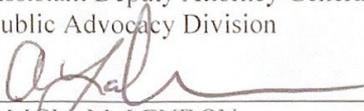
Polygon Holdings, LLC
c/o Hossain Kamyab
Offit Kurman
1325 G Street, NW, Suite 500
Washington D.C. 20005
hossainkamyab@googlemail.com

FOR THE DISTRICT OF COLUMBIA:

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

WILLIAM STEPHENS
Assistant Deputy Attorney General
Public Advocacy Division



ALICIA M. LENDON
Chief, Civil Rights Section
Public Advocacy Division

Dated: 09/06/22

FOR HOSSAIN KAMYAB AND POLYGON HOLDINGS, LLC.:

Hossain Kamyab

Name
Title owner

Dated: 9/2/2022