

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Attorney General**

**ATTORNEY GENERAL**  
**KARL A. RACINE**



**PUBLIC ADVOCACY DIVISION**  
**SOCIAL JUSTICE 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 Aquila Holdings Revocable Trust (“Respondent”). The District investigated housing conditions issues at the former residential Buena Vista Apartments buildings, located at 3308 and 3312 Sherman Avenue NW, Washington, D.C. 20010 (the “Property”). Respondent is the former owner of the Property. This Assurance resolves Respondent’s liability related to the Property under the Consumer Protection Procedures Act (D.C. Code § 28-3901, *et seq.*) (the “CPPA”) and the Lead Hazard Prevention and Elimination Act (D.C. Code § 8-231.15, *et seq.*) (the “LHPEA”) for the period between November 1, 2020 and November 23, 2022. The Parties execute this Assurance voluntarily and agree as follows:

**I. THE PARTIES**

1. The 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. Pursuant to D.C. Code §§ 28-3814 and 28-3909(a)-(b), the Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for violations of the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*, and is also authorized to bring legal actions seeking penalties and other relief under the Lead-Hazard Prevention and Elimination Act, D.C. Code § 8-231, *et seq.*

2. Respondent Aquila Holdings Revocable Trust (the “Trust”) is a revocable trust and the former owner of the Property. The Trust has not owned the Property since November 23, 2022, when it sold the Property to La Buena Vista Union Cooperative, Inc. (“La Buena Vista Union Cooperative”). Substitute Trustees Patrick Marr and Lynn Follansbee acted on behalf of and for the Trust with respect to the Property and retain such authority for purposes of this Assurance.

## **II. FACTUAL BACKGROUND**

3. On July 21, 2022, the District sent Respondent a Notice of Violations of the Housing Code, Consumer Protection Procedures Act and Lead Hazard Prevention and Elimination Act, attached here as Exhibit A, notifying Respondent that the Attorney General was investigating reports that Respondent was not maintaining the Property in habitable condition. The District advised Respondent that the District’s investigation revealed evidence of housing code violations at the Property that threatened the health and safety of tenants.

4. From October 26 through October 28, 2022, the District and Respondent conducted a property-wide joint inspections to assess ongoing housing conditions issues at the Property.

5. On November 23, 2022, Respondent sold the Property to La Buena Vista Union Cooperative, a cooperative composed of tenants at the Property who purchased the Property pursuant to the Tenant Opportunity to Purchase Act, D.C. Code § 42-3404.01, *et seq.*

## **III. APPLICATION**

6. The provisions of this Assurance shall apply to Respondent. Respondent will cause their principals, officers, directors, and all persons or entities that Respondent control or have the ability to control, including without limitation their employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries, and all other persons acting

in concert with Respondent, jointly or severally, now and in the future, to be notified of this Assurance and to the extent that this Assurance may apply to their duties, to comply with its terms.

**IV. REPRESENTATIONS OF RESPONDENT**

7. Respondent represents that it has provided the District with materially full, accurate, and complete rent roll information for the period of December 15, 2020 through November 1, 2022, and a Delinquency Report as of December 5, 2022 including complete information concerning the rent monies that were (i) charged to tenants, (ii) paid by tenants, or (iii) due but not paid by tenants through December 2022. The District's agreement to the terms stated herein is premised on these representations.

**V. INJUNCTIVE TERMS**

8. Respondent shall not engage in any act or practice in violation of the CPPA, D.C. Code § 28-3901, *et seq.* or the LHPEA, D.C. Code § 8-231, *et seq.*

9. Respondent shall permanently forgive all rents owed and unpaid to them by tenants of the Property, including current and former tenants, through the date Respondent transferred ownership of the property to La Buena Vista Union Cooperative on November 23, 2022. The provisions of this Paragraph 9 shall not bar Respondent from asserting any defenses (including, without limitation, the defense of payment) in any judicial or administrative action which may be brought by any such tenant(s) against Respondent.

10. Respondent represents that all pending court or debt collection actions related to any rent forgiven in accordance with Paragraph 9 above shall be dismissed within five (5) days after execution of this Assurance (and shall not be prosecuted during that period), said dismissal to contain a release by Respondent of claims in such action. This Assurance shall further not bar Respondent from making any such dismissal contingent upon a release by the Defendant therein

of all claims which were or could have been brought in such action against Respondent. Respondent shall not recommence any cases or actions that are dismissed as part of this Assurance. Respondent shall dismiss as aforesaid the following matters pending in the Landlord and Tenant Branch of the Superior Court of the District of Columbia:

2022 LTB 004506	2022 LTB 004474
2022 LTB 004514	2022 LTB 004473
2022 LTB 004513	2022 LTB 004472
2022 LTB 004512	2022 LTB 004471
2022 LTB 004511	2022 LTB 006182
2022 LTB 004510	2022 LTB 006183
2022 LTB 004509	2022 LTB 006184
2022 LTB 004507	2022 LTB 006089
2022 LTB 004482	2022 LTB 006090
2022 LTB 004477	

If any of the above-listed matters have resulted in a judgment for money or possession prior to the execution of this Assurance, Respondent shall promptly move to vacate any such judgment. Respondent shall not report to any credit-reporting bureau or other similar service that any current or former tenant at the Property owes any rent that has been forgiven in accordance with Paragraphs 9 and 10. Respondent shall further rescind or correct any such report made to a credit-reporting bureau prior to the execution of this Assurance.

**VI. PAYMENT TO THE DISTRICT**

11. Respondent shall pay the District one-hundred and fifty thousand dollars (\$150,000) within thirty (30) days of the execution of this Assurance. Such payment shall resolve the District's claims against Respondent related to the factual allegations set forth in Paragraphs three (3) through five (5) above. Payment under this paragraph shall be made via wire transfer, consistent with instructions from the District. Respondent agrees to cooperate with the District in

obtaining any modification to the language of this paragraph needed to facilitate the administration of the payment to the District under this paragraph.

**VII. PAYMENT TO THE TENANT COOPERATIVE**

12. Respondent shall pay one-hundred and five thousand five hundred dollars (\$105,500) to La Buena Vista Union Cooperative within thirty (30) days of the execution of this Assurance. Respondent represents that it intends to seek from La Buena Vista Union Cooperative a simultaneous written release of all claims against Respondent (including, without limitation, for items in the Cooperative's Critical Repairs Projected Budget), but not including other claims under the agreement of sale whereby La Buena Vista Union Cooperative purchased the Property from Respondent. If such release is refused, the aforesaid \$105,500 shall be paid to the District under Paragraph 11 of this Assurance for the District to disburse to the tenants at the Property and / or La Buena Vista Union Cooperative to satisfy, in whole or in part, any remaining obligations of Respondent to those recipients under this Assurance. Nothing in this Assurance constitutes a release from any third-party that is not a signatory to this Assurance of any claims against Respondent nor shall this Assurance bar Respondent from asserting that any payments or disbursements made in accordance with this Assurance in fact satisfies, in whole or in part, any remaining obligation to the recipients of such payments or disbursements. Respondent shall make such payment by sending a written check for the full amount to:

La Buena Vista Union Cooperative  
c/o David Brocklebank,  
Vision Realty Management  
11000 Broken Land Parkway, Suite 410  
Columbia, MD 21044

The provisions of this Paragraph 12 and the aforesaid payment is not an amendment to, and has no effect on, the agreement of sale whereby La Buena Vista Union Cooperative purchased the Property from Respondent.

**VIII. CPPA AND LHPEA LAWSUIT**

13. The District of Columbia hereby agrees to forego claims under the CPPA, LHPEA, or Housing Regulations, and not institute a lawsuit against Respondent under the CPPA, LHPEA or Housing Regulations with respect to issues at the Property for the period of July 1, 2018 through November 23, 2022, except that the District may seek legal recourse against Respondent if it defaults on its obligations hereunder.

**IX. ADDITIONAL TERMS**

14. Respondent is no longer the owner of the Property. Respondent shall not be responsible for remedying any items or violations referred to in Paragraphs 3 and 4 of this Assurance. Nothing in this Assurance may therefore be construed to create any obligation to perform or cause any specific action at the Property or to impose any liability upon Respondent with respect to the Property during the period after the time Respondent transferred ownership of the properties to a third-party on November 23, 2022.

15. 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 the CPPA, LHPEA or Housing Regulations, against Respondent related to the factual allegations set out in Paragraphs three (3) through five (5) 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.

16. Respondent shall not cause or encourage third parties, or knowingly permit third

parties acting on its behalf, to engage in practices from which Respondent is prohibited by this Assurance.

17. If any clause, provision, or section of this Assurance 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 Assurance and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

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

19. Respondent 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 Assurance or for any other purpose that would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

20. 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.

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:

Christopher S. Peña [Bar No. 888324806]  
Social Justice Section  
District of Columbia Office of the Attorney General  
400 6th Street NW, 10th Floor  
Washington, D.C. 20001  
(202) 705-1798  
Chrstopher.Penal@dc.gov

For the Respondent:

Aquila Holdings Revocable Trust  
c/o Mr. Jon Woods  
7200 Wisconsin Avenue  
Suite 500  
Bethesda, MD 20814  
(301) 363-0580  
jwoods@excelsaholding.com

With copy to:

Vincent M. Policy, Esq.  
Greenstein DeLorme & Luchs, Esq.  
801 17<sup>th</sup> Street, N.W.  
Suite 1000  
Washington, D.C. 20006  
(202) 452-1400  
vmp@gdllaw.com



**FOR THE DISTRICT OF COLUMBIA**

KARL A. RACINE  
Attorney General for the District of Columbia

Jennifer C. Jones  
Deputy Attorney General  
Public Advocacy Division



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JENNIFER L. BERGER [Bar No. 490809]  
Chief, Social Justice Section



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Assistant Attorney General  
400 6<sup>th</sup> Street NW 10<sup>th</sup> Floor  
Washington, D.C. 20001  
(202) 705-1798  
Email: christopher.penal@dc.gov

*Attorneys for the District of Columbia*

Dated: December 27, 2022

**FOR RESPONDENT**

Aquila Holdings Revocable Trust

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Trustee

Dated:

**FOR THE DISTRICT OF COLUMBIA**

KARL A. RACINE  
Attorney General for the District of Columbia

Jennifer C. Jones  
Deputy Attorney General  
Public Advocacy Division

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JENNIFER L. BERGER [Bar No. 490809]  
Chief, Social Justice Section

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(202) 705-1798  
Email: christopher.pena1@dc.gov

*Attorneys for the District of Columbia*

Dated:

**FOR RESPONDENT**

Aquila Holdings Revocable Trust

By:   
Printed Name: Patrick Marr  
Its: Trustee

Dated: 12-22-22