

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DISTRICT OF COLUMBIA, *et al.*

Plaintiffs,

v.

UDR, INC.

Defendant.

Civil Action No. 24 cv 1278

CONSENT ORDER

This Consent Order (Order) is entered into between Plaintiff the District of Columbia (the District), Intervenor Plaintiffs Ms. M and Ms. G (Intervenor-Plaintiffs) and Defendant UDR, Inc. (UDR). The District, Intervenor-Plaintiffs, and UDR (collectively, the Parties) agree to the entry of this order.

I. **THE PARTIES**

1. Plaintiff 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 (OAG) is authorized to investigate, file, and resolve legal actions seeking injunctive relief, restitution, civil penalties, attorneys' 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.*, and the Consumer Protection Procedures Act (CPPA), D.C. § 28-3901 *et seq.*

2. Ms. G and Ms. M are the pseudonymous names of the two individuals who intervened as plaintiffs in this lawsuit.

3. UDR is a corporation whose principal place of business is 1745 Shea Center Dr., STE 200, Highlands Ranch, Colorado, 80129. UDR's affiliate and/or subsidiary entities manage multiple apartment complexes in the District of Columbia, including Waterside Towers, located at 907 6th Street S.W., Washington, D.C., 20024 (Subject Property).

II. THE PLAINTIFFS' ALLEGATIONS

4. The District and Intervenor-Plaintiffs allege that in the spring of 2020 UDR became aware that its tenant Gueorgui Iskrenov was engaged in a targeted harassment campaign of UDR's Black, female tenants, including Intervenor-Plaintiffs. This harassing behavior included acts of physical violence, violent threats, and the use of racist and sexist epithets, creating a hostile housing environment for Intervenor-Plaintiffs. The District and Intervenor-Plaintiffs further allege that UDR failed to timely remediate this hostile housing environment and that this violated the DCHRA's prohibition on discrimination in housing, D.C. Code §§ 2-1402.21(a), 1402.61, the CPPA's prohibition on misrepresentations and omissions in consumer transactions and unfair and deceptive trade practices, D.C. Code § 28-3904(d), and the Fair Housing Act's (FHA) prohibition on discrimination in housing, 42 U.S.C. §§ 3604, 3617.

5. UDR denies these allegations and that it violated any applicable laws.

III. THE PARTIES' AGREEMENT

6. To resolve this case without further litigation, the Parties agree to settle all remaining aspects in this matter. The Parties voluntarily agree to the entry of this Order without adjudication of any outstanding questions of law or fact, remedies, or attorneys' fees, and as a

full and final compromise settlement of all claims that the District brought or could have brought under the FHA, DCHRA, and CPPA based on the facts alleged in the Complaints filed in Case No. 24 cv 1278.

IV. INJUNCTIVE TERMS

7. UDR acknowledges that discrimination or harassment in housing on the bases of protected traits is unlawful and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under either the FHA or the DCHRA. UDR further acknowledges that its participation in any such discrimination or retaliation with regard to the Subject Property constitutes a statutory violation of the Fair Housing Act, 42 U.S.C. §3601 *et seq.* and the DCHRA, D.C. Code §§2-1401.01 *et seq.* UDR shall not engage in any practice in the District that violates the DCHRA, D.C. Code §§ 2-1401.01 *et seq.* or the FHA, 42 U.S.C 3601 *et seq.*

8. At least once annually for three years following the Effective Date of this Agreement, all persons employed at UDR affiliated properties in the District of Columbia shall be required to undergo training on the FHA and DCHRA, at UDR's expense. The mandatory training shall also include discussion of tenant-on-tenant harassment. Compliance with this term shall be certified to the Attorney General by UDR once annually, for three years, within thirty (30) days of the anniversary of the Agreement's Effective Date. The certification shall be sent pursuant to paragraph 14.

9. For a period of three years following the Effective Date of this Agreement, UDR shall advise the Attorney General in writing within fifteen (15) days of receipt of any written informal, administrative, or legal fair housing complaint alleging tenant to tenant harassment or discrimination in violation of the FHA or the DCHRA at the Subject

Property. UDR shall also advise the Attorney General, in writing, within fifteen (15) days of the resolution of any such complaint. Communications will be made pursuant to paragraph 14. UDR will retain all correspondence and written records related to these complaints for one (1) calendar year.

10. UDR has adopted policies and practices for identifying and responding to complaints of harassment of residents by residents, UDR personnel, or other third parties at the Subject Property on the basis of a characteristic protected by the FHA or the DCHRA. These policies have been revised to append the U.S. Department of Housing and Urban Development's 'Preventing and Addressing Harassment in Housing Fact Sheet for Property Owners and Managers. attached hereto as Exhibit A.

V. MONETARY PROVISIONS

11. UDR shall provide a payment in the amount of fifty thousand dollars (\$50,000.00) to the Office of the Attorney General for the District of Columbia within fifteen (15) days of the execution of this Order. Payment under this paragraph shall be made via wire, consistent with instructions from the District and as verified by UDR consistent with its standard practices.

VI. ADDITIONAL TERMS

12. UDR shall also abide by the terms contained in the separate agreement between UDR and Intervenor-Plaintiffs entitled "SIDE AGREEMENT AND MUTUAL RELEASE OF CLAIMS" (Intervenor-Defendant Agreement).

13. This Order, together with the Intervenor-Defendant Agreement, represents the full and complete terms of the Parties' settlement agreement.

14. 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.

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

For the District:

Griffin Simpson
Jessica E. Feinberg
Assistant Attorneys General
400 Sixth Street, N.W., Suite 10100
Washington, D.C. 20001
(202) 227-5364
Griffin.Simpson1@dc.gov
Jessica.Feinberg@dc.gov

For the Intervenor-Plaintiffs:


Yiyang Wu
Relman Colfax, PLLC
1225 19th St NW Suite 600
Washington DC 20013

For the Defendant:

Attn: UDR Legal Department
Sarah Carlson
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129
(720) 283-6120
licensing@udr.com
scarlson@udr.com

FOR THE DISTRICT OF COLUMBIA:

BRIAN L. SCHWALB
Attorney General for the District of Columbia



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

Dated: 03/13/25

FOR THE INTERVENOR-PLAINTIFFS:

Ms. M


Ms. G


FOR DEFENDANT:

UDR, Inc.


Sarah Carlson, Vice President

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated

The Honorable Beryl A. Howell
Senior Judge, United States District Court
for the District of Columbia