

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



ATTORNEY GENERAL
BRIAN L. SCHWALB

PUBLIC ADVOCACY DIVISION
CIVIL RIGHTS & ELDER 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 Apartment Income REIT LLC, RI – 15 LP, Vaughan Place, LLC, Upton Place West LLC, Upton Place East LLC, AIR Property Management TRS, LLC, and the OP Property Management, LLC (Respondents), in lieu of the District resolving Respondents allegedly unlawful conduct in court. 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. The Attorney General is authorized to bring legal actions in the public interest, including actions under the District of Columbia’s Human Rights Act (DCHRA), D.C. Code § 2-1403.16a and the District of Columbia Consumer Protection Procedures Act (CPPA), D.C. Code § 28-3909.

2. Apartment Income REIT LLC and RI – 15 LP are the companies that own the Latrobe Apartment Homes (Ward 2).

3. Vaughan Place, LLC is the company that owns Vaughan Place Apartments (Ward 3).

4. Upton Place West LLC and Upton Place East LLC own the Upton Place Apartments (Ward 3).

5. The AIR Property Management TRS, LLC, is a subsidiary of the Apartment Income REIT LLC and manages the Latrobe Apartment Homes and the Upton Place Apartments.

6. The OP Property Management, LLC is a subsidiary of the Apartment Income REIT LLC and manages the Vaughn Place Apartments.

II. THE DISTRICT'S ALLEGATIONS

7. The District alleges that Respondents, prior to 2024, committed age discrimination in violation of the District of Columbia Human Rights Act, D.C. Code § 2-1401.01, *et seq.* The allegedly discriminatory conduct included, but was not limited to, posting on the properties' websites that "at least one lease holder must be 24 years of age or older at the time of move-in and reside full-time in the [Latrobe Apartment Homes, Upton Place Apartments, and Vaughan Place] apartment[s]".

8. The District alleges that Respondents, prior to 2024, violated D.C. Code § 42-3541.02 by engaging in conduct that included, but was not limited to, posting on the properties' websites that the Latrobe Apartment Homes, Upton Place Apartments, and Vaughan Place Apartments "do[]not rent to applicants with a felony conviction."

9. The District alleges that Respondents' actions violated the District of Columbia's Consumer Protection and Procedures Act, D.C. Code § 28-3901, *et seq.*, because a violation of any other law related to a consumer transaction violates this statute.

10. Respondents admitted the statements set forth on its websites early during the District's investigation and promptly changed its policies concerning age limits, arrests, and convictions.

III. APPLICATION

11. The provisions of this Assurance shall apply to Respondents and all persons or entities it controls or has the ability, to control, including without limitation any principals, officers, directors, employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries, as well as any contractors providing services on behalf of the Respondents (“Covered Entities”).

12. The provisions of this Assurance shall apply to all the Covered Entities’ conduct of business in the District.

13. Failure of Respondents to complete any term of this Assurance by the specified date may, at the District’s sole discretion, nullify the Assurance.

14. The Assurance shall take effect on the date when all parties have executed it (the “Effective Date”).

15. The “Anniversary” of this agreement shall fall, annually, on the same date as the Effective Date.

IV. INJUNCTIVE TERMS

16. Respondents shall not engage in any practice in the District that violates the DCHRA, D.C. Code §§ 2-1401.01 *et seq.*, D.C. Code § 42-3541.02, or the CPPA, D.C. Code §§ 28-3901 *et seq.*

17. So long as Respondents continue to own and/or provide direct property management services in the District, they must conduct yearly training on the DCHRA and the District’s tenant screening laws for all of its management, employees, and contractors engaged to work in the District.

18. Respondents shall retain all written records related to applications to rent an apartment in the District for two years after the Effective Date for inspection at the District's request.

19. For a period of two years after the Effective Date, Respondents shall submit to the Attorney General a sworn statement identifying any complaints they received alleging any violation of the DCHRA or the District's tenant screening laws by Respondents. The statement shall be submitted each year on the Anniversary of the Effective Date and shall include as to each complaint:

- a. the date of the complaint and alleged incident;
- b. a summary of the complaint and alleged incident, including name and contact information for the complainant and any witnesses; and
- c. the remedial measures, if any, taken by Respondents with respect to the complaint and alleged incident.

20. Respondents shall report compliance with the injunctive terms, and training requirements for a period of two (2) years on the Anniversary of the Effective Date. The report shall be due thirty (30) days after the Anniversary Date of the Effective Date.

V. FINANCIAL TERMS

21. Respondents shall pay to the District a one-time payment of \$100,000 in civil penalties no later than thirty (30) days after the Effective Date. Payment shall be by wire transfer consistent with instructions to be provided by the District.

VI. ADDITIONAL TERMS

22. Nothing in this Assurance may be construed to alter or amend the District's right to institute action should the District become aware of any violations of this Assurance by Respondents.

23. 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.*, D.C. Code § 42-3541.02, or D.C. Code § 28-3901, *et seq.*, against Respondents related to the factual allegations set out in paragraphs six (6) through nine (9) above (the “Claims”). In consideration for the Respondent’s commitments in this Assurance, the District will not pursue further investigation or an enforcement action relating to the Claims against Respondents or each of their direct and indirect parents, subsidiaries, affiliates, and owners, and each of their respective members, managers, partners, related persons, partnerships, corporations, entities predecessors, successors, successor owners, parents, affiliates, assigns, lessors, transferees, agents, directors, officers, employees, investors, shareholders, insurers, lenders, and attorneys. 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.

24. The District has agreed to the terms of this Assurance based in part on the representations made to the District by Respondents and their counsel. Respondents represent and warrant that neither they nor their counsel have made any material misrepresentations to the District that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the District in its sole discretion.

25. Respondents 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.

26. This Assurance shall be considered effective and fully executed on the last date on 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.

27. 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:

James Anthony Towns
Senior Assistant Attorney General
Civil Rights & Elder Justice Section
Public Advocacy Division
Office of the Attorney General for the District of Columbia
400 Sixth Street, N.W., Suite 10100
Washington, D.C. 20001
(202) 724-6645
tony.towns@dc.gov

For Respondents:

Minh N. Vu
Partner
Seyfarth Shaw, LLP
975 1909 F Street, NW
Washington, D.C. 20004
(202) 829-5337
MVu@seyfarth.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: 01/27/25

FOR RHODE ISLAND 15 LP:

By: RI-15 GP, LLC,
its general partner

By: *Lisa Cohn* Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025

FOR VAUGHAN PLACE, LLC:

By: APARTMENT INCOME REIT, L.P.,
its member

By: AIR-GP, INC.,
its general partner

By: *Lisa Cohn* Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025

FOR UPTON PLACE EAST LLC:

By: AIR Property Management TRS, LLC

By: AIR/BETHESDA HOLDINGS, INC.,
its member

By: *Lisa Cohn* Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025

FOR UPTON PLACE WEST LLC:

By: AIR Property Management TRS, LLC

By: AIR/BETHESDA HOLDINGS, INC.,
its member

By: Lisa Cohn Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025

FOR AIR PROPERTY MANAGEMENT TRS, LLC:

By: AIR/BETHESDA HOLDINGS, INC.,
its member

By: Lisa Cohn Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025

FOR OP PROPERTY MANAGEMENT, LLC:

By: APARTMENT INCOME REIT, L.P.,
its manager

By: AIR-GP, INC.,
its general partner

By: Lisa Cohn Lisa Cohn
Its: President & General Counsel
Date: 1/20/2025