IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, Plaintiff, v. PETRA MANAGEMENT GROUP, LLC *et al.* Defendant.	Civil Action No. 2025-CAB-000541 Judge Donald Walker Tunnage

CONSENT JUDGMENT AND ORDER

This Consent Judgment and Order ("Order") is entered into between Plaintiff District of Columbia (the "District") and Defendants 4825-4829 North Capital St L.L.C., 5616 13th St NW L.L.C., 743 Fairmont St NW LLC (the "Property LLCs"), Petra Management Group, LLC, and Rashid Salem (collectively, "Petra" or "Defendants"). The District and Petra (collectively, the "Parties") agree to the entry of this Order to fully and finally resolve this matter in its entirety.

I. THE PARTIES

1. The District, 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 Attorney General is authorized to investigate, file, and resolve legal actions seeking injunctive relief, restitution, civil penalties, attorneys' fees, and costs for violations of the District's laws, including the District of Columbia Human Rights Act ("HRA"), D.C. Code § 2-1401.01, *et seq*.; D.C. Code § 2-1403.16a. The Attorney General is also expressly authorized to enforce the District's consumer protection laws, including the Consumer Protection Procedures Act ("CPPA"). *See* D.C. Code § 28-3909.

2. 4825-4829 North Capital St L.L.C. is a District of Columbia limited liability company with a principal place of business at 1875 Connecticut Avenue NW, Floor 10 Suite 10019, Washington, DC 20009. 4825-4829 North Capital St L.L.C. owns the property at 4825-4829 N. Capitol Street, NE, Washington, DC, 20011, which is doing business as "The Adams."

3. 743 Fairmont St NW LLC is a District of Columbia limited liability company with a principal place of business at 1734 20th Street NW, Washington, DC 20009. 743 Fairmont St NW LLC owns the property at 743 Fairmont Street NW, Washington, DC 20001, which is doing business as "The Keystone."

4. 5616 13th St NW L.L.C. is a District of Columbia limited liability company with a principal place of business at 1734 20th Street NW, Washington, DC 20009. 5616 13th St NW L.L.C. owns the property at 5616 13th Street NW Washington, DC 20011, which is doing business as "The Madison."

5. Defendant Petra Management Group, LLC is a District of Columbia limited liability company, with a principal place of business at 650 Massachusetts Avenue NW, Suite 600, Washington, DC, 20001.

6. Defendant Rashid Salem is, individually or through certain wholly-owned limited liability companies, owner, manager and/or member of Defendants Petra Management Group, LLC, 4825-4829 North Capital St L.L.C., 5616 13th St NW L.L.C., and 5616 13th St NW L.L.C., and has authority to enter into the Consent Order on behalf of each of the Defendants.

II. DEFINITIONS

7. **"Housing Voucher(s)"** means any source of income or program funded or administered, in whole or in part, by any government entity (federal or local) that provides for affordable housing and rental assistance, including but not limited to the Housing Choice Voucher

Program, previously referred to as Section 8, and any subsidy program, such as the Rapid Re-Housing programs, as well as any emergency rental assistance, such as the Emergency Rental Assistance Program ("ERAP").

8. **"Rent Stabilized Price"** means the maximum rent amount that can be charged to a non-subsidized tenant for a Rent Stabilized Unit.

9. **"Rent Stabilized Property"** means any property containing a Rent Stabilized Unit.

10. **"Rent Stabilized Unit"** means any rental unit in the District of Columbia that is not specifically exempted from rent stabilization under Title II of the Rental Housing Act of 1985, as amended (D.C. Code § 42-3502.05).

11. "**Subsidized Rental Rate**" means the maximum allowable rent, or payment standard, that the District of Columbia Housing Authority will pay to a landlord renting to a tenant with a Housing Voucher.

12. **"Subsidized Tenant"** means any tenant seeking to pay for their rent in whole or in part with a Housing Voucher.

13. **"Unsubsidized Tenant"** means any tenant that does not seek to pay for their rent in whole or in part with a Housing Voucher.

III. FACTS

14. The District's Complaint alleges that Defendants engaged in discriminatory and unlawful trade practices in violation of the HRA, D.C. Code § 2-1402.02.21(a), and the CPPA, § 28-3904(a), (e), (e-1), and (f). In particular, the District alleges that Defendants discriminated by (1) excluding Unsubsidized Tenants and solely leasing available units to Subsidized Tenants, and (2) advertising available units at the Subsidized Rental Rate instead of the Rent Stabilized Rate, which misrepresents the legal rent and furthers the discriminatory scheme.

15. Defendants deny all of the District's allegations and claims, including that any Defendant has violated the HRA and CPPA or engaged in any discrimination.

IV. INJUNCTIVE TERMS

16. Defendants shall not engage in any practice that relates to the offering or provision of rental housing in the District that violates the HRA, D.C. Code §§ 2-1401.01 *et seq*.

17. Defendants shall not engage in any practice that relates to the offering or provision of residential real estate services in the District that violates the CPPA, D.C. Code §§ 28-3901 *et seq.*

18. Defendants shall maintain policies and procedures related to advertising and rental leasing in compliance with District law, including all fair housing laws. Defendants shall provide copies of these policies and procedures to the District within sixty (60) days of entry of this Order.

19. Defendants shall comply with all requirements of D.C. Code § 42-3502.22, including providing all required disclosures to prospective tenants.

20. Defendants shall file all forms mandated by the Rent Stabilization Program of D.C. Code § 42-3502.01 *et seq*., with the Rental Accommodations Division ("RAD"), including any applicable RAD exemption forms for each new tenant whose tenancy would exempt a specific unit from rent stabilization, and provide tenants with copies of the exemption forms, as required by D.C. Code § 42-3502.05(g)(1) and 14 DCMR 4106.11.

21. Defendants shall maintain copies of all advertisements for rental units in the District for a period of three (3) years following the entry of the Order, whether such advertisements are disseminated by Defendants or authorized to be made on Defendants' behalf. Defendants for three (3) years following the entry of this Order shall also maintain documents sufficient to show information about the platform on which the advertisements were disseminated, the time period the advertisements were active, and, to the extent it is available, all data about advertisements'

views. If Defendants permit any other person or entity to advertise their rental units, those agreements and any guidelines Defendants provide to those persons or entities must also be maintained.

22. Defendants shall maintain for a period of three (3) years from the entry of the Order all tenant applications, rent rolls, and RAD filings for all their rental units located in the District of Columbia.

23. Defendants shall submit to three (3) years of compliance reporting to the Office of the Attorney General ("OAG"). Specifically, within ten (10) days from entry of this Order, and then every year after the date of entry of this Order for a period of three (3) years, for any Rent Stabilized Property, Defendants shall submit to OAG: representative examples of each of its unique advertisements for the preceding 12-month period, rent rolls, RAD filings, and all documents related to any complaint of discrimination against Defendants, including Defendants' response(s) and any documents reflecting the resolution of the complaint. OAG shall have the right to request copies of all records required to be maintained under paragraphs 21 and 22—and Defendants agree to provide copies of those documents within five (5) business days of OAG's written request unless otherwise agreed to in writing.

24. For rental units that become vacant at a Rent Stabilized Property owned, operated, or managed by Defendants, Defendants shall post advertisements for the rental unit on at least one (1) publicly available forum commonly available to all District residents, regardless of source of income, such as through a Multiple Listing Service (MLS) or websites such as Zillow.com, Apartments.com, or Redfin.com. All advertisements for specific rental units at Rent Stabilized Properties shall list the rent for the rental unit as the lawful Rent Stabilized Rates. The Rent Stabilized Rate can include an asterisk or footnote that states: "This rental rate is determined

through the Rent Stabilization Program." Nothing in this provision shall be interpreted to require Defendants to include rental rates in advertisements that do not reference specific rental units for any of its buildings, including Rent Stabilized Properties.

25. Within sixty (60) days of the entry of this Order, Defendants shall provide fair housing training to all staff who provide property management or leasing services for Defendants' properties within the District, and verify that any third parties who provide property management or leasing services for Defendants' properties have current training. This training must include—at a minimum—training on the HRA and source-of-income discrimination. For each new employee hired thereafter by Defendants, or new third-party retained to provide property management or leasing services, Defendants shall provide training within thirty (30) days of the new employee's start date, or verify that any third-party retained to provide property management or leasing services provide training for their staff. The District shall have ten (10) business days to object to any content of training material that is legally incorrect or to identify additional topics to be included in the training.

26. Within five (5) days of the entry of this Order, Defendants shall provide copies of this Order to all current staff and any third parties that currently provide property management or leasing services for Defendants' properties within the District. If Defendants retain a new property management or leasing services, a copy of this Order shall also be provided within ten (10) days of their retention. Defendants shall provide copies to new employees within ten (10) days of the employee's start date. Defendants shall provide copies to any third-party retained to provide property management or leasing services within ten (10) days of the finalization of the retention agreement. Any employee or third-party who receives a copy of this Order shall sign an

acknowledgement form which Defendants shall provide to the District within thirty (30) days of signature.

27. The terms of paragraphs 21-26 shall expire three (3) years after entry of this Consent Order.

V. MONETARY PROVISIONS

28. Defendants collectively shall pay the District a total of $700,000 to resolve the District's claims in this matter. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation; placement of this payment in the District's restitution fund or litigation support fund, or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia. Defendants agree to cooperate with the District in obtaining any modification to the language of this Order necessary to facilitate the administration of the District's payment under this paragraph.

29. Defendants shall make the payment required in paragraph 28 in installments as follows:

a. Within three business days of the entry of this Order, Defendants shall pay the District a total of $300,000.

b. Payments shall continue in the amount of $100,000 every thirty (30) days thereafter until the balance is paid in full. To the extent the thirtieth day falls on a weekend or federal holiday, the payment shall be due no later than the next business day.

30. Payment shall be by wire transfer or Automated Clearinghouse (ACH) transfer consistent with instructions to be provided by the District.

VI. RELEASES

31. To resolve this case without further litigation, the Parties agree to settle all aspects of this matter. The Parties 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 settlement of all proceedings, claims, demands, charges, and causes of action that the District brought or could have brought arising from the facts alleged in the Complaint filed in Case No. 2025-CAB-000541. The District, by the execution of this Order, releases Defendants and each of their successors, affiliates, employees, representatives, managing agents of the subject properties, and assigns, including any other entities owned, operated, or managed by Defendants that, in whole or in part, own or manage residential real property in the District of Columbia, from all actions, suits, damages, claims and demands. that the District brought or could have brought arising from the facts alleged in the Complaint filed in Case No. 2025-CAB-000541 or similar source-of-income discrimination allegations occurring before the date of this Order. Each Party shall bear its own fees and expenses in connection with this case and in relation to the preparation, negotiation, and execution of this Order.

32. Notwithstanding the foregoing, the District does not release Defendants from (i) claims or liability under the District's criminal laws or tax laws; (ii) any liability to the District or any of its agencies for any conduct other than those alleged in the above-captioned action; and (iii) any claims to enforce the terms and conditions of this Order.

VII. APPLICATION

33. The provisions of this Order shall apply to all Defendants and their principals, agents, officers, directors and employees operating in the normal course of their employment.

34. The injunctive terms outlined in Part IV, paragraphs 16–27, shall also apply to any other entities owned, operated, or managed by Defendants, in whole or in part, that own or manage residential real property in the District of Columbia. However, the injunctive terms that pertain to compliance with the Rent Stabilization Program, specifically paragraphs 20, 23, and 24, shall only apply to properties subject to Rent Stabilization.

VIII. ADDITIONAL TERMS

35. This Order represents the full and complete terms of the Parties' settlement agreement.

36. This Order shall be considered effective and fully executed on the date that the Court enters this Order.

37. The Parties may jointly apply to the Court to modify this Order by agreement at any time.

38. Defendants shall not cause or encourage third parties, or knowingly permit third parties acting on their behalf, to engage in practices from which Defendants are prohibited by this Order.

39. Defendants shall not participate, directly or indirectly, in any activity or in forming a separate entity for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Order or for any other purpose that would otherwise circumvent any part of this Order.

40. In entering into this Consent Order, the Parties are neither extinguishing any rights otherwise available to consumers or tenants, nor creating any right not otherwise available under the laws of the District of Columbia

41. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Order and for the purpose of granting such additional relief as may be necessary and appropriate to effectuate this Order. The Parties may mutually agree in writing, through their counsel, to an extension of any time period in this Order without a further order from the Court.

42. Any failure by the District to insist upon the strict performance by any Defendant of any of the provisions of this Order shall not be deemed a waiver of any of the provisions of this Order, and notwithstanding such failure shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Order.

43. Nothing in this Order shall be construed as relieving Defendants of their obligation to comply with all District and federal laws, regulations, or rules, nor shall any of the provisions of this Order be deemed permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

44. All notices sent pursuant to this Consent Order 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
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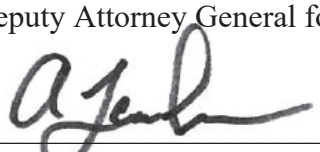
Party Defendants at their addresses of record

4825-4829 NORTH CAPITAL ST L.L.C
5616 13TH ST NW LLC
743 FAIRMONT ST NW LLC:
PETRA MANAGEMENT GROUP LLC
RASHID SALEM

CONSENTED TO FOR THE DISTRICT OF COLUMBIA:

SETH ROSENTHAL
Chief Deputy Attorney General for the District of Columbia



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

Dated: 10/06/25

CONSENTED TO FOR DEFENDANT 4825-4829 NORTH CAPITAL ST L.L.C.:

Rashid Salem

Dated: **10/8/25**

CONSENTED TO FOR DEFENDANT 5616 13TH ST NW LLC:

Rashid Salem

Dated: **10/8/25**

CONSENTED TO FOR DEFENDANT 743 FAIRMONT ST NW LLC:

Rashid Salem

Dated: **10/8/25**

CONSENTED TO FOR DEFENDANT PETRA MANAGEMENT GROUP LLC:

Rashid Salem

Dated: 10/8/25

CONSENTED TO FOR DEFENDANT RASHID SALEM

Rashid Salem

Dated: 10/8/25

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

_____
THE HONORABLE DONALD WALKER TUNNAGE
Judge, Superior Court of the District of Columbia