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 Portico Investments LLC (Respondent), in lieu of the District resolving Respondent's allegedly unlawful conduct in court. The District and Respondent 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.

2. Portico Investments LLC is the company that indirectly owns 4721 1st St. NW, Unit 102; 4717 1st St. SW, Unit 202; 2100 Fendall St. SE, Unit 14; 1300 Congress St. SE, Unit 4; 1300 Congress St. SE, Unit 6; and 44 49th St. SE, Unit A1, through its direct ownership of the following Series Limited Liability Companies members: Portico Investments – Series 6, LLC, Portico Investments – Series R1, LLC, Portico Investments – Series G1, LLC, Portico Investments – Series P1, LLC, and Portico Investments – Series G2, LLC..

II. THE DISTRICT'S ALLEGATIONS

3. The District alleges that Respondent, in 2024, committed source-of-income discrimination in violation of the DCHRA, D.C. Code § 2-1402.21(a)(5). The allegedly

discriminatory conduct included, but was not limited to, posting advertisements for rental properties that said "RRH/FRSP [Rapid Rehousing/Family Re-Housing Stabilization Program] accepted with a net income of 2x the rent amount." The District alleges these statements violate the HRA because it sets forth differential terms for potential tenants based on their source of income.

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

5. Respondent admitted the statements set forth in its advertisements early during the District's investigation and promptly changed its policies concerning rental income requirements.

6. Respondent denies that these statements constitute a violation of the DCHRA or CPPA.

III. APPLICATION

7. The provisions of this Assurance shall apply to Respondent 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 Respondent ("Covered Entities").

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

9. Failure of Respondent to complete any term of this Assurance by the specified date may, at the District's sole discretion, nullify the Assurance.

10. The Assurance shall take effect on the date when all parties have executed it (the "Effective Date").

11. The "Anniversary" of this agreement shall fall, annually, on the same date as the Effective Date.

IV. INJUNCTIVE TERMS

12. Respondent shall not engage in any practice in the District that violates the DCHRA, D.C. Code §§ 2-1401.01 *et seq*.

13. So long as Respondent continues to own and/or provide direct property management services in the District, it 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.

14. Respondent 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.

15. 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. 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 Respondent with respect to the complaint and alleged incident.

16. Respondent 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

17. Respondent shall pay to the District, over a period of two years, $10,000 in civil penalties, in monthly installments of $416.67. The first payment shall be made on the first of the month immediately following the Effective Date, and payments shall continue on the first of each month for two (2) years or until the balance is paid in full. Respondent may make additional payments or pay more than the required minimum at any time. Payment shall be by wire or Automated Clearinghouse (ACH) transfer consistent with instructions to be provided by the District.

VI. ADDITIONAL TERMS

18. 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 or District law by Respondent.

19. 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 three (3) through six (6) 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 Respondent or each of its direct and indirect parents, subsidiaries, affiliates, and owners, and each of its 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.

20. The District has agreed to the terms of this Assurance based in part on the representations made to the District by Respondent. Respondent represents and warrants that it has not made any material misrepresentations to the District that are inaccurate or misleading. If any material representations by Respondent is later found to be inaccurate or misleading, this Assurance is voidable by the District in its sole discretion.

21. Respondent shall not cause or encourage any third parties, or knowingly permit third parties acting on its behalf, to engage in any practices from which Respondent is prohibited by this Assurance.

22. 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.

23. 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:

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For Respondent:

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Washington, D.C. 20013
porticoinvestmentsllc@gmail.com

[signatures begin on following page]

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: 08/27/25

FOR PORTICO INVESTMENTS LLC

Name
Title

Dated: 8/2/2025