

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, Plaintiff, v. CURTIS INVESTMENT GROUP, INC. Defendant.	Case No. 2019 CA 004144 B Judge Yvonne Williams
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CONSENT ORDER

Plaintiff District of Columbia (the District), by and through its Office of Attorney General, brought this action alleging violations of 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. Code §§ 28-3901, *et seq.* The District, defendant Curtis Investment Group Inc., and certain proposed defendants Curtis Properties Inc., Curtis Property Management Inc., and Oxon Run Manor LLC (collectively, the Parties) stipulate to the entry of this Consent Order (Consent Order) to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff the District of Columbia, a municipal corporation empowered to sue and be sued, 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 has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General asserts that it is authorized to enforce the DCHRA and the CPPA. *See District of Columbia v. ExxonMobil Oil Corp.*, 172 A.3d 412 (D.C. 2017); D.C. Code §-28-3909.

2. Defendant Curtis Investment Group, Inc. is a real estate company with a principal place of business in Maryland.

3. Curtis Property Management, Inc. has a principal place of business in Maryland. Curtis Property Management, Inc. manages four residential properties in the District: (1) Camelot Square, 3200 E Street, S.E., Washington, D.C., 20020; (2) Cornerstone, 1800 Minnesota Avenue, S.E., Washington, D.C., 20020; (3) Wheeler Park, 3211-3221 Wheeler Road, S.E., Washington, D.C., 20032; and (4) Oxon Run Manor, 207 Mississippi Ave., S.E., Washington, D.C. 20032.

4. Oxon Run Manor, LLC has a principal place of business in Maryland and is the legal entity that owns Oxon Run Manor, 207 Mississippi Ave., S.E., Washington D.C. 20032. Oxon Run Manor, LLC maintains a business license affiliated with this residential property.

5. Curtis Properties Inc. has a principal place of business in Maryland and is the legal entity that owns Wheeler Park, 3211-3221 Wheeler Road, S.E., Washington, D.C., 20032, and Cornerstone, 1800 Minnesota Avenue, S.E., Washington, D.C., 20020. Curtis Properties Inc. maintains business licenses affiliated with both residential properties.

6. Plaintiff moved to amend the complaint to include, *inter alia*, Curtis Property Management Inc., Oxon Run Manor LLC, and Curtis Properties Inc. as parties to the action. Curtis Property Management Inc., Oxon Run Manor LLC, and Curtis Properties Inc. consent to the Court's jurisdiction over them only for the purpose of entering into this Consent Order.

ALLEGATIONS

7. This Court has jurisdiction over this matter and the Parties.

8. The District filed its Complaint on June 24, 2019, alleging that Curtis Investment Group, Inc. violated the DCHRA by posting discriminatory advertisements and discriminating in apartment rentals based on source of income.

9. The District moved to amend its Complaint on October 11, 2019. In the proposed amended complaint, the District sought to add Curtis Property Management Inc., Oxon Run Manor LLC and Curtis Properties Inc. as parties.¹ The amended complaint also added claims under the CPPA.

¹ The District also sought to add Curtis Development Corporation as a defendant. The District voluntarily dismisses with prejudice all claims that the

10. The gravamen of the District's original and proposed amended complaint is that Curtis Investment Group Inc., Curtis Properties Inc., Curtis Property Management Inc., and Oxon Run Manor LLC (collectively, Curtis Entities) allegedly engaged in unfair and deceptive practices when they discriminated based on source of income by posting discriminatory advertisements that stated they would not accept housing subsidies as rental payment and by allegedly refusing to lease to potential tenants who participated in rapid re-housing programs, which are short-term subsidies.

11. The Curtis Entities deny that they have violated the DCHRA, the CPPA, or any other laws with respect to source of income discrimination, or that they engaged in deceptive practices regarding accepting housing vouchers, or refused housing to voucher holders.

12. The Curtis Entities are entering into this Consent Order solely to avoid further litigation and litigation related costs and the Parties have agreed to the relief set forth in this Consent Order to fully resolve this matter.

INJUNCTION

13. The Curtis Entities shall not engage in any act or practice that violates the DCHRA or CPPA.

District asserted or could have asserted against Curtis Development Corporation under the DCHRA and CPPA based on the facts alleged in the Complaint and proposed amended complaint.

14. The Curtis Entities shall not post any advertisements for rental housing property that state that housing-assistance recipients, including voucher and rapid re-housing participants, are excluded from leasing any residential property owned or managed by them in the District of Columbia.

15. The Curtis Entities shall not maintain policies or practices that discriminate against housing-assistance recipients, including voucher and rapid re-housing participants, from leasing any residential property owned or managed by them in the District of Columbia.

16. The Curtis Entities shall not maintain any other practices or policies that discriminate against individuals in the District of Columbia based on their source of income.

17. The Curtis Entities shall implement and maintain written policies regarding compliance with the District of Columbia's housing anti-discrimination laws based on source of income and other protected categories. The Curtis Entities shall provide the policies required under this paragraph to all current employees, principals, officers and directors, and the Office of the Attorney General, within sixty (60) days of the date of this Consent Order. The Curtis Entities shall provide the policies required under this paragraph to all new employees, principals, officers and directors, within the first fourteen (14) days of employment.

18. The Curtis Entities shall provide housing anti-discrimination training, including training regarding the DCHRA, to all employees, officers

and directors at least once a year for four years, starting from the date of this Consent Order. In addition, the Curtis Entities shall provide such training to each new employee in the four-year period within the first thirty (30) days of employment.

19. The Curtis Entities shall deliver a copy of this Consent Order to their current and future principals, officers, directors and managers.

PAYMENTS TO THE DISTRICT

20. The Curtis Entities shall pay the District a total of Nine Hundred Thousand Dollars (\$900,000.00) for costs and expenses the District has incurred investigating and litigating this matter and to resolve this case without further litigation. Payment under this paragraph shall be made within thirty (30) days by check made out to D.C. Treasurer and delivered to the Office of the Attorney General consistent with instructions from the Office of the Attorney General. No portion of the payment made under this paragraph shall be deemed a fine, civil penalty or forfeiture by Curtis Investment Group, Inc., Curtis Properties Inc., Curtis Property Management Inc., or Oxon Run Manor LLC to the District.

21. If the Curtis Entities default in making the payment required under paragraph 20 above, or default on any other term after ten (10) days' notice, the Curtis Entities irrevocably authorize and empower any attorney-at-law or Clerk of the Superior Court of the District of Columbia to appear at any time for Curtis Investment Group, Inc., Curtis Properties Inc., Curtis Property

Management Inc., or Oxon Run Manor LLC in any action brought against them to enforce this Consent Order, at the suit of the District of Columbia, with or without declaration filed. The Curtis Entities waive the issuing of service of process, and confess, authorize, and empower any attorney-at-law or Clerk of the Superior Court of the District of Columbia to enter judgment against the Curtis Entities for the entire remaining unpaid sum of the amount due, together with all costs and expenses of enforcing this Consent Order, including reasonable attorney's fees. For purposes of this paragraph, a default shall include the Curtis Entities failure to make the payment required by paragraph 20 within ten (10) days of the date it is due, or the Curtis Entities making an assignment for the benefit of their creditors; filing any proceedings under any reorganization, bankruptcy, or similar law, or having filed against them any actions not dismissed within sixty (60) days under any reorganization, bankruptcy or similar law; or being adjudicated bankrupt or declared insolvent.

GENERAL PROVISIONS

22. The effective date of this Consent Order shall be the date it is entered by this Court.

23. The provisions of this Consent Order shall apply to the Curtis Entities and all current, former and future officers, directors, employees, agents, members or shareholders of the Curtis Entities.

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

25. Unless otherwise set forth above, the Curtis Entities shall undertake all actions and implement all changes required by this Consent Order within sixty (60) days of its entry by the Court.

26. The District shall provide a 10-day notice letter by email and first-class mail to the Curtis Entities upon a good faith belief that one or more entities have violated the injunctive terms of this Consent Order. The affected entities shall have ten (10) days from the receipt of the notice to explain and correct any violation before the District shall take any legal action to enforce the terms of this Consent Order.

27. The Curtis Entities shall not cause third parties, or knowingly permit third parties acting on their behalf, to engage in practices from which the Curtis Entities are prohibited by this Consent Order.

28. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

29. By agreeing to this Consent Order, the Parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia. This

Consent Order may not be used by any consumer or any other person or organization as evidence of unlawful act(s) or liability by the Curtis Entities, or any other person or entity, other than the District, as necessary, to enforce this Consent Order. There are no third party beneficiaries of this Consent Order, except the current, former and future officers, directors, employees, agents, members and shareholders of the Curtis Entities pursuant to paragraph 37 below.

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

31. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

32. All notices sent pursuant to this Consent Order shall be provided to the following address by first class and electronic mail, unless a different address is specified in writing by the party changing such address:

Michelle D. Thomas
Chief, Civil Rights Section
Public Interest Division
Office of the Attorney General
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For Plaintiff District of Columbia

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1717 K Street, N.W.
Washington, D.C. 20006-5344
Richard.Newman@arentfox.com

For the Curtis Entities

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

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

35. Nothing in this Consent Order shall be construed as relieving the Curtis Entities of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Consent Order be

deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

36. The Curtis Entities 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 Consent Order, or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.

37. This Consent Order finally disposes of all claims alleged in the Complaint and the proposed amended complaint by the District. The District shall release the Curtis Entities from all claims, demands, suits, actions, charges, damages, liabilities costs and expenses that the District asserted or could have asserted against the Curtis Entities under the DCHRA and CPPA in the Complaint and the proposed amended complaint. Furthermore, the District will not pursue any of the released claims against any of the current, former or future officers, directors, employees, agents, members or shareholders of the Curtis Entities.

38. This Consent Order may be executed in multiple counterparts, all of which, taken together, shall be deemed one and the same instrument. Facsimile signatures shall be treated as original signatures for all purposes hereunder.

KARL A. RACINE
Attorney General for the District of Columbia


TONI MICHELLE JACKSON
DEPUTY, PUBLIC INTEREST DIVISION

Date: 2/12/2020

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* Practicing in the District of Columbia under the direct supervision of Michelle D. Thomas, a member of the D.C. Bar. *See* D.C. Court of Appeals Rule 49(c).

Counsel for Curtis Entities

Michael L. Stevens
MS

Date: 2/12/2020

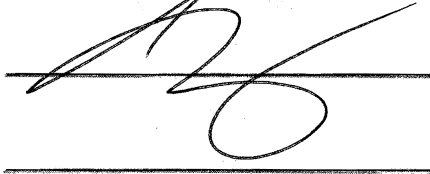
Date: _____

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

**The Honorable Yvonne Williams
Judge, The Superior Court of the
District of Columbia**

Counsel for Curtis Entities



Date:

2-13-2020

Date:

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

The Honorable Yvonne Williams
Judge, The Superior Court of the
District of Columbia