

**Cooperation Agreement Between The Equal Rights Center and 1214 Bladensburg LLC**

**THIS COOPERATION AGREEMENT** (“Agreement”) is made effective as of the 17th day of April 2026, by and among the Equal Rights Center (the “ERC”) and 1214 Bladensburg LLC (“1214 Bladensburg”) (the ERC and 1214 Bladensburg are collectively referred to as “the Parties”).

### **RECITALS**

**WHEREAS**, certain disputes have arisen between the Parties regarding 1214 Bladensburg’s compliance with the D.C. Human Rights Act (the “DCHRA”), D.C. Code 2-1402.21(d)(1), (2) & (3), and the D.C. Consumer Protection Procedures Act (“DCCPPA”), D.C. Code § 28-3905; and

**WHEREAS**, the ERC filed a complaint before the Superior Court of the District of Columbia, case number 2025-CAB-000681 (hereinafter referred to as the “DC Superior Case”), alleging violations of the D.C. Human Rights Act (“DCHRA”) and the D.C. Consumer Protection Procedures Act (“DCCPPA”) arising from features in the design and construction of the covered multifamily dwelling known as the Bonsai Apartments located at 1214 Bladensburg Road, Washington, DC 20002 (the “Bonsai Apartments”); and

**WHEREAS**, 1214 Bladensburg denies the allegations in the DC Superior Case and expressly states that 1214 Bladensburg was designed and constructed to be accessible with individuals with disabilities; and

**WHEREAS**, 1214 Bladensburg has cooperated with ERC in investigating the accessibility concerns, and ERC recognizes that 1214 Bladensburg has represented that it has acted in good faith and had every intention of complying with the requirements of the DCHRA and DCCPPA. Nothing in this Cooperation Agreement constitutes or may be construed as an admission of liability as to the concerns of the ERC, all of which are expressly denied by 1214 Bladensburg; and

**WHEREAS**, the Parties’ mutual, long-term objective in entering into this Agreement includes the goals of increasing accessibility in properties in 1214 Bladensburg’s control and future properties developed by 1214 Bladensburg, furthering the total number of residential properties in the District of Columbia that are accessible to persons with disabilities, and of enhancing housing industry compliance with accessibility laws; and

**WHEREAS**, in the interest of working cooperatively to further the Parties’ mutual interest in providing accessibility and furthering compliance with the DCHRA and DCCPPA, the Parties wish to establish a joint plan on the terms and conditions set forth in this Agreement. Therefore, the Parties have executed this Agreement as indicated by the authorized signatures appearing below. The provisions of this Agreement will be binding on the ERC and 1214 Bladensburg, their respective subsidiaries and their successors and assigns, for a period defined in paragraph I(1), below.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

**A. ACTIONS FOR THE BONSAI APARTMENTS**

1. Initial Survey of The Bonsai Apartments:
  - a. ERC performed an initial survey of The Bonsai Apartments on or about August 28, 2024.
  - b. All units and public and common use areas at the Bonsai Apartments will be surveyed by an agreed to Third Party Consultant (the “Consultant”) for compliance with one or more “Safe Harbors”<sup>1</sup> recognized under the Fair Housing Act (“FHA”). The Consultant will provide a report of the survey (the “Report”) to the Parties with a response to all observed deficiencies and a proposed method of correcting each deficiency.
  - c. All expenses related to the Reports will be borne by 1214 Bladensburg.
  - d. After receipt of the Report, the Parties shall make a good faith effort to agree on the alterations, if any, to be made in the Bonsai Apartments (“Property Alteration Agreement”) in accordance with the provisions of Paragraph A(2) below. The Property Alteration Agreement will detail the Parties’ understandings regarding the alterations to the covered dwelling units and the common use and public use areas of the Bonsai Apartments so as to bring the Property into compliance as discussed in Paragraph A(2) below (the “Alteration”). In the event the Parties are unable to reach Agreement on the contents of the Property Alteration Agreement within 90 days of receipt of the Report, the Consultant shall determine the contents of any portion of the Property Alteration Agreement on which the Parties are unable to agree and the Parties will be bound by the Consultant’s decision.
2. Remediation: 1214 Bladensburg agrees to provide certain accessibility remediation at the Bonsai Apartments (including the residential public and common use areas and individual residential units). The accessibility remediation is subject to the following requirements: 1214 Bladensburg will cause the residential public and common use areas of the Bonsai Apartments and each Bonsai Apartment unit to be altered so as to fully comply with one or

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<sup>1</sup> “Safe Harbor” means any of the following: a) ANSI A117.1 (1986); the Fair Housing Accessibility Guidelines (HUD, 1991); the Fair Housing Design Manual (1998); the Guidelines and Supplemental Questions and Answers (HUD, June 28, 1994); CABO/ANSI A117.1 (1992), ICC/ANSI A117.1 (1998), the Code Requirements for Housing Accessibility (CRHA, 2002); the International Building Code (2001, with 2001 Supplement); the International Building Code (2003); the International Building Code (2006); and (b) any other Safe Harbor recognized by HUD. To the extent 1214 Bladensburg relies upon ANSI standards as a safe harbor, those standards will be read in conjunction with the Fair Housing Act, HUD’s regulations and the HUD Fair Housing Accessibility Guidelines.

more “Safe Harbors” recognized under the FHA (in the Consultant’s professional experience and discretion.).

3. **Sale of the Property:** The sale or transfer of ownership or control of the Bonsai Apartments shall not affect the continuing obligations of 1214 Bladensburg to retrofit, and/or conduct or allow inspections of the Bonsai Apartments as specified in this Cooperation Agreement, unless as a condition of sale or transfer (obtained in writing), the purchaser or transferee commits to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Cooperation Agreement to make retrofits and allow or conduct inspections as set forth in this Cooperation Agreement, and will be subject to the jurisdiction of this Court, in which case 1214 Bladensburg would be relieved of its obligations under this Cooperation Agreement. The sale or transfer of ownership or control of the Bonsai Apartments shall also not affect the payment obligations of 1214 Bladensburg described in Section G of this Agreement.
4. **Time of Completion of Remediation Activities:** The Parties agree to the completion of the remediations contemplated in this Section A as soon as practicable, but in no event later than the following:
  - a. Alterations relating to public use and common use areas will be completed within 18 months of the Effective Date of this Agreement.
  - b. Alterations relating to the interiors of covered dwelling units will be completed at the time of turnover of occupancy for those units or at such other time as 1214 Bladensburg in its discretion chooses; provided, however, that any necessary alterations to all such dwelling units (taking into account excluded units) shall be completed within 48 months of the Effective Date of this Agreement. Beginning one year after the Effective Date and continuing every year until the completion of the required remediations, 1214 Bladensburg will provide to the ERC a report summarizing the remediation work performed during the prior year and the remediation work expected to be performed during the year.

Notwithstanding the foregoing, should any tenant request alterations in their unit to bring the same into compliance with the design standards required by Paragraph A(2), 1214 Bladensburg will, in addition to completing the requested alterations within 120 days, complete the Alterations called for in the Property Alteration Agreement relating to all residential common use and public use facilities reasonably affecting that tenant’s use of the unit and enjoyment of such amenities at the Property which the tenant uses or expresses a desire to use. For any alterations that it cannot complete within 120 days, 1214 Bladensburg shall report to ERC every 30 days regarding the status of these requested alterations.

5. Actions as to Individual Tenants:
  - a. Within 90 days of the Effective Date, 1214 Bladensburg will submit its written policies regarding reasonable accommodations and reasonable modifications to the ERC for review and comment. 1214 Bladensburg shall consider any comments made by ERC and if it is practical, modify its policies to address the comments. To the extent 1214 Bladensburg believes the ERC's comments are not practical, it shall notify the ERC with an explanation as to why, and the Parties shall then work in good faith to reach an agreement regarding written policies on reasonable accommodations and modifications. To the extent the Parties are unable to come to an agreement, the Dispute Resolution provisions of Section I.2 of the Agreement shall be used to resolve such dispute.
  - b. Within 90 days after 1214 Bladensburg has finalized its policies regarding reasonable accommodations and reasonable modifications, those policies or notice and a summary of the policies will be incorporated into the form lease agreement to be signed by all current tenants at the Bonsai Apartments as of the Effective Date, upon lease renewal, and all future tenants of the property during the duration of this Agreement.
  - c. 1214 Bladensburg will prioritize retrofits for which it has received a written or oral request to perform any alterations from a tenant under this Paragraph A(5). 1214 Bladensburg will create and maintain records of all requests, responses, and alterations completed under this Paragraph A(5).
  - d. In lieu of performing the retrofits required under this Paragraph A(5), 1214 Bladensburg may (in its sole discretion) comply with this paragraph by offering relocation of the requesting tenant to another unit within the same property ("Relocation Unit"), if:
    - (i) the Relocation Unit is comparable with the requesting tenant's unit in layout, features, location, and size;
    - (ii) the Relocation Unit is in compliance with the design standards set forth in paragraph A(2);
    - (iii) such relocation is provided at no cost to the requesting tenant.
6. Dislocation of Tenants: 1214 Bladensburg will attempt to minimize any dislocation to current and future tenants caused by the remediation work. 1214 Bladensburg will compensate current or future tenants for the cost of temporary housing and out of pocket expenses directly caused by the remediation work.
7. No Pass-Through of Costs to Tenants: 1214 Bladensburg agrees that no additional rent, deposit, or other fee may be charged solely because of contemplated or completed remediation work performed at the Bonsai

## Apartments.

8. If 1214 Bladensburg receives a request for a reasonable modification or reasonable accommodation from or on the behalf of a tenant with a disability related to the accessibility of that tenant's unit, 1214 Bladensburg shall make such modification or accommodation at no cost to the tenant.
9. Inspection and Certification of Completed Remediations at the Bonsai Apartments:
  - a. The Consultant will be retained by 1214 Bladensburg to conduct on-site inspections of the remediation work that will be performed at the Bonsai Apartments to determine if such work has been completed in accordance with the Property Alteration Agreement. Photographs and video may be used to supplement any in person, on-site inspections. Upon completing the remediation work and upon completing any corrections required under subsection 9.c and 9.d at the Bonsai Apartments, 1214 Bladensburg will provide notice to the ERC and the Consultant (a "Completion Notice").
  - b. Within 21 days after a Completion Notice is sent, and upon not less than seven days' notice to 1214 Bladensburg, if reasonably possible, the Consultant will conduct the on-site inspection (which may be supplemented with video and photographic evidence of work performed). Inspections will be carried out so as to minimize, to the extent possible, disruption to tenants.
  - c. Within 14 days following on-site inspection, the Consultant will send out the results of each inspection, if reasonably possible, including deviations in compliance with the Property Alteration Agreement, if any, in writing, and will send the report to the Parties.
  - d. 1214 Bladensburg will make a good faith effort to correct any deviations from the Property Alteration Agreement in all units requiring the same Alteration within 90 days following receipt of the report from the Consultant. Within 14 days following on-site inspection, the Consultant will send out the results of each inspection, if reasonably possible, including deviations in compliance with the Property Alteration Agreement, if any, in writing, and will send the report to the Parties.
  - e. All costs associated with these inspections and any corrections to remedy deviations will be paid by 1214 Bladensburg.
  - f. If the Consultant cannot complete the inspection in the time provided, reasonable additional time will be permitted.
10. Future Compliance

1214 Bladensburg, its subsidiaries, affiliates, successors and assigns, shall continue to comply with the relevant provisions of the DCHRA in connection with the design and construction of their future covered multi-family housing.

## **B. FAIR HOUSING PROGRAM**

1. During the Term of the Agreement, 1214 Bladensburg may participate in the Multifamily Housing Resource Program (the “MHRP”) initially created by the ERC and Trammell Crow Residential Company pursuant to a Consent Decree entered in Case No. 1:07-ev-01231 in the United States District Court for the District of Columbia, in order to provide educational and training resources to the multifamily housing industry, including companies and associations, as a means of promoting and achieving compliance with federal, state and local non-discrimination laws, as they relate to accessible housing for persons with disabilities.
2. Through its access to the MHRP, 1214 Bladensburg will be:
  - a. Invited to participate in membership meetings designed to facilitate collaboration with housing providers to advance fair housing, including three quarterly calls and one in-person meeting, and periodic updates about topical issues.
  - b. Recognized as a MHRP member on the ERC MHRP Membership website, in the annual report and in any program communications.
  - c. Able to receive up to two hours per year of fair housing best practices based technical assistance at no additional charge.
  - d. Access additional MHRP services at discounted rates.

## **C. EDUCATION AND TRAINING AND RELATED MATTERS**

1. Within 180 days of the Effective Date, 1214 Bladensburg will ensure that its employees who are directly involved in the design, development and/or construction of covered multifamily dwellings will receive fair housing training approved by the ERC with specific emphasis on compliance with the accessibility requirements of the DCHRA, and will secure a signed statement, in the form attached hereto as **Appendix 1**, from each such employee acknowledging that they have received this training.
2. 1214 Bladensburg agrees to fair housing training for leasing agents and/or property management staff formally or informally involved in the rental process at the Bonsai Apartments. The ERC will provide such training on an annual basis for each of the years of the term of the Agreement. The training will consist of the

following:

- a. Fair housing instruction led by civil rights content area specialists and industry practitioners in addressing fair housing, civil rights, reasonable accommodations and reasonable modifications;
- b. A question & answer portion, which will allow time for 1214 Bladensburg staff to gain insight on fair housing issues and best practices as needed, including reasonable accommodations and reasonable modifications. Training will be delivered in an interactive manner and suitable for a diverse audience group. The first training session will take place within four months of the Effective Date, and every 12 months thereafter at times mutually agreeable to the Parties.

#### **D. RELEASES**

1. As to the Bonsai Apartments, the ERC releases all claims relating to accessibility under the design and construction provisions of the FHA and DCHRA and related trade practices under the DCCPPA, and any similar state or local accessibility law related to the Bonsai Apartments, except for the obligations under this Agreement. The ERC agrees that for the Bonsai Apartments, upon completion of remediation, final inspection and certification by the Consultant, the ERC releases 1214 Bladensburg and any other 1214 Bladensburg-Released Party (as defined herein), from all claims under the FHA, DCHRA, DCCPPA, and any similar state or local accessibility law related to the design or construction of the Bonsai Apartments that were brought or could have been brought as of the date of the release. Within ten (10) business days of receipt of the first monetary payment described in Section G the Parties shall file a stipulation of dismissal with prejudice of the D.C. Superior Court case. Such stipulation shall include a retention of jurisdiction by the D.C. Superior Court over the enforcement of this Agreement.
2. The “1214 Bladensburg-Release Parties” are the Parties to this Agreement, together with their respective successors and assigns, predecessors, affiliates, parents, subsidiaries, members, owners, partners, shareholders, managed funds and entities, insurers, officers, directors, investors, representatives, related entities, agents, servants and employees, and the respective successors and assigns, predecessors, affiliates, parents, subsidiaries, members, owners, partners, shareholders, managed funds and entities, insurers, officers, directors, investors, representatives, related entities, agents, servants and employees of any or all of the foregoing.

#### **E. NEW RESIDENTIAL MULTIFAMILY RESIDENTIAL PROJECTS**

1. For the term of this Agreement, 1214 Bladensburg will have all future multifamily residential projects designed, constructed, owned and/or

offered for rent by 1214 Bladensburg or its subsidiaries or affiliates, reviewed during design and construction by the Consultant.

**F. REPORTING**

In addition to any other reporting and disclosure requirements set forth throughout this Agreement, within one year after the Effective Date, and on the annual anniversary date of the Effective Date until the expiration of this Agreement, 1214 Bladensburg will submit to the ERC a report containing a description of 1214 Bladensburg's actions in the preceding period to comply with the training, remediation, and other requirements of this Agreement.

**G. PAYMENT TO THE ERC**

1214 Bladensburg shall provide the ERC a total monetary payment of \$175,000 (the "Settlement Amount"), which includes compensation for the ERC's damages, including education and outreach, monitoring, counseling and advocacy, attorneys' fees and costs, and the services provided for in this Agreement, including the cost of future fair housing training under Section C.2 of the Agreement and compliance. The Settlement Amount shall be paid in four equal installments of \$43,750 each. 1214 Bladensburg will make the Settlement Amount payments by wire transfer to Handley Farah & Anderson PLLC, which shall provide 1214 Bladensburg's counsel with wire transfer instructions. The first \$43,750 installment shall be paid by September 1, 2026. The second \$43,750 installment shall be paid by July 1, 2027. The third \$43,750 installment shall be paid by July 1, 2028. The fourth \$43,750 installment shall be paid by July 1, 2029.

**H. PUBLIC DOCUMENT**

1. The Parties agree that this Agreement may be a public document.

**I. MISCELLANEOUS**

1. Term of Agreement

This Agreement will remain in effect for five (5) years and, as to completion of unfinished remediation work or any work for which a longer period of time has been agreed, longer until such time as final certification of all remediation work contemplated hereunder is complete.

2. Dispute Resolution

The ERC and 1214 Bladensburg will each act reasonably and endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to a Court for resolution. However, in the event of a failure by either Party to perform any act required by this Agreement in a timely manner or otherwise to act in accordance

with any provision hereof, the other Party may seek to enforce this Agreement in Court and ask such Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

3. Time for Performance

The time frames imposed by this Agreement for the performance of certain acts may be extended by the mutual written agreement of the ERC and 1214 Bladensburg.

4. Notice to the Parties

Notice to the Parties may be given by e-mail, in which case notice will be deemed to have been received on the first business day after the date of transmission, as follows:

If to the ERC:

Kate Scott  
Executive Director, Equal Rights Center  
[KScott@equalrightscenter.org](mailto:KScott@equalrightscenter.org)

*and*

Mirela Missova  
Washington Lawyers' Committee for Civil Rights & Urban Affairs  
[mirela\\_missova@washlaw.org](mailto:mirela_missova@washlaw.org)

*and*

Matthew Handley  
Handley Farah & Anderson PLLC  
[mhandley@hfajustice.com](mailto:mhandley@hfajustice.com)

*and*

Jerome Murphy  
Crowell & Moring LLP  
[jmurphy@crowell.com](mailto:jmurphy@crowell.com)

If to 1214 Bladensburg:

Jessica Farmer  
Holland & Knight LLP  
[jessica.farmer@hklaw.com](mailto:jessica.farmer@hklaw.com)

5. Reservation of Other Claims

This Agreement, and any release hereunder, will have no force or effect with respect to the ERC's claims as against any person or entity other than 1214 Bladensburg, all such claims having been specifically reserved by the ERC except as follows. 1214 Bladensburg will initially have the sole right to pursue claims against its design professionals and contractors/subcontractors who performed design or construction work at the Bonsai Apartments. The ERC agrees not to pursue any claims arising out of the Bonsai Apartments against any of the design professionals and contractors/subcontractors with respect to their design or construction work at the Bonsai Apartments unless 1214 Bladensburg expressly waives the right to bring any such claims.

6. Representations

1214 Bladensburg represents that the Bonsai Apartments constitute the extent of the multifamily rental properties owned by 1214 Bladensburg as of the Effective Date of the Agreement, and which were completed on or after March 13, 1991.

7. Titles and References

The titles and paragraph references used in this Agreement are non-substantive descriptions included solely for the Parties' ease of reference and will not be construed to alter the substantive provisions of this Agreement.

8. Counterparts

This Agreement may be executed in counterparts, all of which when taken together shall constitute a single instrument.

9. Integration Clause

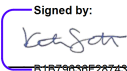
This Agreement, including the appendices thereto, constitute the entire agreement and understanding between the Parties and supersedes all prior communications or negotiations between the Parties and their representatives regarding the matters contained in this Agreement. Evidence of prior negotiations (including but not limited to drafts of this Agreement and its related documents) may not be introduced in any proceeding to enforce the terms of this agreement. Except as explicitly set forth in this Agreement, there are no representations, warranties, promises, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter its terms. This Agreement may be amended only by a contemporaneous or subsequent written instrument executed by all of the Parties hereto. The wording of this Agreement was reviewed by legal counsel for each Party,

and both Parties had sufficient opportunities to propose and negotiate changes in wording prior to its execution. Neither the ERC nor 1214 Bladensburg will be entitled to have any wording of this Agreement construed against the other based on any contention as to which of the Parties drafted the language in question.

- 10. Severance. If any term or provision of this Agreement is declared or found to be invalid, then each such provision shall be deemed severed from the Agreement, and the invalidity or unenforceability of such term or provision shall not affect the enforceability of the remaining provisions hereof. Each of the Parties warrants that no portion of any released matter has been actually or purportedly assigned to any person or entity not a party to this Agreement.
- 11. Execution in Counterparts and Governing Law. This agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement shall be governed by and construed pursuant to the laws of Washington D.C.
- 12. Provisions Binding. Each and every term and provision hereof shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement, as well as to their respective directors, officers, agents, servants, representatives, employees, subsidiaries, successors and assigns and affiliated corporations.

***Agreed this day,***

THE EQUAL RIGHTS CENTER

Signed by:  
 By:  \_\_\_\_\_  
B1879030F287433...  
 Title: Executive Director \_\_\_\_\_  
 Date: 4/19/2026 \_\_\_\_\_

1214 BLADENSBURG LLC

By:  \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: Isaac Pinto  
 Authorized Signatory  
 05/04/2026 \_\_\_\_\_



## **LIST OF APPENDICES**

1. Employee Training  
Certification

## APPENDIX 1

### Employee Training Certification

I, \_\_\_\_\_, an employee of 1214 Bladensburg LLC, hereby acknowledge that I have received fair housing training with specific emphasis on compliance with the accessibility requirements of the DCHRA.

[Employee name]

[Date]