

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

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|---------------------------------------|---|--------------------------------------|
| Park 7 Tenant Union, et al., |) | |
| |) | |
| <i>Plaintiffs,</i> |) | |
| |) | |
| v. |) | Case No: 2021 CA 002488 R(RP) |
| |) | |
| Park 7 Residential LP, et al., |) | |
| |) | |
| <i>Defendants.</i> |) | |
| |) | |

CONSENT AGREEMENT

This Consent Agreement (“Agreement”) is entered into by and among Plaintiff Park 7 Tenant Union (the “Tenant Union”) and Defendants Park 7 Residential LP and 3801 Management LLC, d/b/a Donatelli Management (“Park 7 Management” or “Management”) (individually, a “Party,” and collectively the “Parties”), and made effective as of the Effective Date (as defined in Section VII below).

RECITALS

WHEREAS, the Tenant Union, along with individual members and leaders of the Tenant Union, filed a Complaint before the Superior Court of the District of Columbia, Civil Case No. 2021 CA 002488 R(RP) (the “Case”), on July 22, 2021, alleging that Defendants engaged in unlawful practices preventing the Tenant Union from organizing and operating free from obstruction and retaliation, in violation of the District of Columbia’s Right of Tenants to Organize Act of 2006, D.C. Code § 42-3505.06; and

WHEREAS, Park 7 Management has filed an Answer in the Case denying the allegations in the Complaint and any liability for same; and

WHEREAS, in the interest of working cooperatively to further the Parties’ mutual interest in compliance with the District of Columbia’s Right of Tenants to Organize Act of 2006 (“Right to Organize Law”), the Parties wish to establish a joint plan on the terms for complying with the Right to Organize Law, as set forth in this Agreement. Therefore, in consideration of the agreed-to actions of the Parties below, subject to the terms and conditions set forth herein, the Parties have executed this Agreement as indicated by the authorizing signatures appearing below. The provisions of this Agreement will be binding on the Parties, their respective subsidiaries, and their successors and assigns (except as outlined in Section VIII below). This Agreement

supersedes any Park 7 Management policies or Tenant Union bylaws that may conflict with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

I. Meetings Between the Tenant Union and Park 7 Management

The Tenant Union has the right to meet and confer through representatives of its own choosing (the "Tenant Union Board") with Park 7 Management. With this understanding, the Parties agree to the following terms for meetings between the Tenant Union and Management:

- a. Regularly scheduled meetings: The Parties shall have a meeting during the first week of the month, once every other month, at a time, location, and specific date arranged between the Parties.
 - i. One week prior to all regularly scheduled meetings, both Parties will provide the other Party a list of the names and titles of all individuals who will attend the meeting.
 - ii. To the extent possible, at least one business day before the meeting, both Parties can provide the other Party a list of topics to be addressed at the meeting.
 - iii. Each meeting is to be attended by at least two, but no more than three, individuals from each Party, specifically, two or three members of the Tenant Union Board (which includes the Tenant Union President) and two or three employees of Park 7 Management (which includes the Park 7 Property Manager). If the Property Manager is not available, the Assistant Property Manager may attend the meeting. The meetings shall not be attended by non-Board Tenant Union members, unless prior notice is provided to Management of a non-Board Tenant Union member's planned attendance.
 - iv. These meetings shall be held outside the presence of any security personnel or law enforcement.
 - v. Each Party shall permit these meetings to be recorded by written notes or audio recorded.
 - vi. At the discretion of the Parties, the Tenant Union may submit to Management a list of any agreements or action items decided on by the Parties within two

business days of the meeting. Within two business days of receiving this list, Management shall respond by confirming its acceptance, rejection, response, or amendments to the list. The Parties shall continue to engage in discussions and communications regarding this list, should the need arise.

- vii. Regularly scheduled meetings shall not exceed 90 minutes without prior approval by both Parties. If the Parties are unable to address all issues set by an agenda during the allotted time for a regular meeting, the Parties shall arrange to hold another meeting, not to exceed 60 minutes, within five business days.
- b. Emergency Meetings: Emergency meetings may be arranged, should the need arise, by the Tenant Union or Park 7 Management.
 - i. An emergency is a modification by Park 7 to the tenants' lease agreement or building protocols that impacts a majority or a significant number of the tenants at Park 7, or an event which affects the habitability and enjoyment of the common areas of the building, or of the residential units of a majority or significant number of the tenants at Park 7. A modification or event shall be considered an emergency if, due to its urgency, it must be addressed before the next regularly scheduled meeting.
 - ii. These meetings shall be held within two business days of a Party providing notice to the other Party of the need for such a meeting. The notice shall provide a list of topics to be addressed at the meeting. Emergency meetings shall not be scheduled if a regularly scheduled meeting is set to take place within 72 hours of the provision of notice.
 - iii. The terms set forth for regularly scheduled meetings, outlined above in parts a.iii – vii, shall apply to emergency meetings.

II. Posting and Dissemination of Tenant Union Literature

The Tenant Union and all tenants of the Park 7 Apartments have the right to disseminate literature. With this understanding, the Parties agree to the following terms with respect to the dissemination of literature:

- a. The Tenant Union shall be permitted, without obstruction or interference, to distribute and post literature in all common areas of the Park 7 Apartments, including but not limited to lobbies and bulletin boards. Management staff and others hired to work in the building shall not remove or tamper with this posted literature.

- b. The Tenant Union shall be permitted to place literature at or under the doors of any tenant of the Park 7 Apartments.
- c. Tenant Union board members shall have direct and unrestricted access to all floors of the Park 7 Apartments for purposes of disseminating literature. To facilitate this access, Park 7 Management shall provide the Tenant Union with designated master key fobs to be held by each Tenant Union Board member. Each Tenant Union Board member will be assigned to a particular key fob, and is prohibited from sharing their respective key fobs with any other individual.
- d. Non-tenant organizers shall be permitted to distribute and post literature in any space accessible to Tenant Union members, so long as a Park 7 Tenant Union member accompanies that organizer.
- e. Tenant Union Board members shall notify Park 7 immediately if a key fob is lost. Any key fob that is lost will be deactivated prior to replacement.

III. Tenant Union Meetings

The Tenant Union has the right to convene meetings at any reasonable time and in any appropriate space that tenants have access to under the terms of their lease, including community rooms, lobbies, or courtyards. With this understanding, the Parties agree to the following terms with respect to Tenant Union meetings.

- a. Tenant Union meetings shall be held outside the presence of all Park 7 Management personnel, staff, agents, and hired security personnel, as well as law enforcement, unless such presence is explicitly permitted by the Tenant Union or is needed in response to a legitimate safety or security concern.
- b. The Tenant Union may reserve the community room twice a month by phone or in person. Only the community room may be reserved for tenant union meetings. Upon request, Management will provide the Tenant Union with a list of available dates and times for a meeting in the community room. Park 7 will not be responsible for enforcing the exclusive use of the community room for these meetings. The Tenant Union may hold the meetings out to the community as being exclusive use.
- c. The Tenant Union may schedule additional meetings in the community room, including emergency meetings, by phone or in person, but such reservations will not guarantee exclusive use of the room.
- d. Park 7 Management shall make no audio or video recordings of Tenant Union meetings, unless permitted by the Tenant Union.

- e. Park 7 Management shall not make inquiries of the attendees of Tenant Union meetings or as to the discussions that take place during these meetings. Should Park 7 Management have any reason to inquire as to the contents of these meetings, Management may submit a request to the Tenant Union Board for this information, and the Tenant Union Board can provide this information at its discretion.
- f. The Tenant Union shall place signs at the entrance of meetings stating a Tenant Union meeting is in progress. The sign shall also state the meeting shall be outside the presence of all Management personnel, staff, agents, and hired security personnel, as well as law enforcement, unless such presence is explicitly permitted by the Tenant Union or is needed in response to a legitimate safety or security concern.
- g. In addition to the community room, the Tenant Union may utilize any common area of the Park 7 Apartments for Tenant Union meetings, including all areas that tenants have access to under the terms of their lease. However, no reservations are permitted for any common area in the building other than the community room.
- h. Park 7 Management shall not charge any fee or place unreasonable restrictions on the Tenant Union or any member attempting to host a Tenant Union meeting in any space defined by paragraph e. of this Section. The Tenant Union shall, in good faith, ensure that no destruction of property occurs during Tenant Union meetings, and if such destruction occurs, shall inform Park 7 Management.

IV. Distribution of this Agreement

1. As soon as practicable after adoption of this Agreement by the Court, the Tenant Union Board shall provide a copy of this Agreement to all of its members. Park 7 shall provide a copy of this Agreement to: (i) all officers, employees, and agents of Park 7; and (ii) any contractor retained by Park 7 to perform work at Park 7 Apartments that interfaces with tenants. Distribution of this Agreement shall include, but not be limited to: security contractors, third-party maintenance staff, concierge workers, and leasing and/or property management employees.
2. After distribution of this Agreement in accordance with Paragraph 1 of this Section, the Tenant Union Board shall collect the Certifications of Compliance (Attachment A to this Agreement), signed by all Union members, that confirm they received, read, understood and agreed with the Agreement. Within 30 days of the entry of the Agreement, the Tenant Union Board shall provide the required signed certifications from Board members only. Thereafter, each new Tenant Union Board member shall sign a certification and return it to Park 7 via certified mail, email, or hand-delivery within 30 days of becoming a Board member. Park 7 Management shall collect the Certifications of Compliance (Attachment A to this Agreement), signed by all officers, employees, agents, and contractors that confirm they received, read, understood, and agreed to comply-with the Agreement. Within 30 days of entry of the Agreement, Park 7 shall provide the required signed certifications described in

this Section to the Tenant Union. Thereafter, each new officer, employee, agent, or contractor shall sign a certification, per this Section, and return it to the Tenant Union via certified mail, email or hand-delivery within 30 days of hire.

3. Upon rescindment of a policy that contravenes the Agreement, Park 7 shall provide physical or electronic notice of the policy rescission to all employees, contractors, and agents of Park 7.
4. The distribution of this Agreement to any contractor retained by Park 7 to perform work at Park 7 Apartments that interfaces with tenants does not create an agency relationship between Park 7 and said contractor under District of Columbia or Maryland law.

V. Dispute Resolution

1. The Court shall retain jurisdiction over this matter.
2. If either Party believes that the opposing Party has failed to comply with a provision of this Agreement, the complaining Party shall notify the opposing Party in writing. The notice shall contain a complete description of the alleged violation and the actions needed to cure the violation. The opposing Party shall be given ten (10) days to provide a written response. If, following the opposing Party's response, the matter is not resolved to the complaining Party's satisfaction, the Parties shall meet and confer to resolve the issue. If the matter is not resolved through a meet and confer, the complaining Party shall provide the other Party, within three days of the meet and confer, a summary of the issues that remain in need of resolution. If an agreement to resolve the issue is not reached by the Parties within 30 days of the complaining Party's notice of the violation, the complaining Party may seek to enforce this Agreement and ask the 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, including costs and reasonable attorneys' fees.

VI. Anti-Retaliation

1. Pursuant to D.C. Code 42-3505.02, Defendants shall not take any retaliatory action against any tenant who exercises any right conferred upon the tenant by Chapter 35 (Rental Housing Generally).
2. Pursuant to D.C. Code 42-3505.06, Defendants shall not interfere with the right of a tenant or tenant organizer to conduct the activities related to the establishment or operation of a tenant organization (as further detailed in the applicable statute).
3. In addition to the rights provided by D.C. law, the Parties have agreed to the following process: Prior to submitting any eviction filings regarding a lease violation (not including non-payment of rent) in any court against a Board member of the Tenant Union, Park 7 Management shall provide the Tenant Union 10-days' notice and an

opportunity to respond in writing regarding why the contemplated eviction filing may be retaliatory, following the Dispute Resolution procedures set forth in Section V. above. The Tenant Union shall provide Park 7 Management notice of any change in composition of the Tenant Union within three (3) days of the Board member's resignation or election. The number of Board members eligible for this notice requirement is limited to five (5) individuals at a time.

- VII. **Effective Date and Length of Agreement:** This Agreement will be effective on the date on which the President of the Tenant Union and Park 7 Management have both signed the Agreement. This Agreement shall last for five (5) years from the effective date of the Agreement. The Court shall retain jurisdiction over this matter for the purpose of enforcement for the five (5) year term of the Agreement.
- VIII. This Agreement is binding on the Parties to this Agreement. In the event Park 7 Apartments is sold to a wholly different owner, where Christopher Donatelli would have no ownership interest in the property, and is managed by a different management company, including new individuals who own, manage, and work for the property owner or management companies, this Agreement will terminate on the date of sale or the date of a new contract with a new owner and new management company.
- IX. **Modification:** At any time during the pendency of the Agreement, the Parties can meet in good faith to address changes or amendments to the Agreement. Upon agreement to any changes or amendments, the Parties may file a joint motion with the Court to amend the Agreement.

[SIGNATURE PAGES TO FOLLOW]

Each Party has executed this Agreement as of the date set forth below.

Date: 10/18, 2021

Park 7 Tenant Union

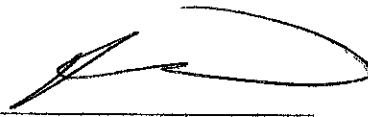
By: Tara D. Maxwell

Name: Tara Maxwell

Title: President, Park 7 Tenant Union

Date: 10/15/21, 2021

Park 7 Residential LP


By: 

Name: Christopher J. Donatelli

Title: MANAGER

Date: 10/15, 2021

3801 Management LLC

By: 

Name: Christopher J. Donatelli

Title: MANAGER

Attachment A: Certification of Compliance Form

I, _____, hereby acknowledge that I received and read the Consent Agreement entered in *Park 7 Tenant Union et al., v. Park 7 Residential LP, et al.*, Case No. 2021 CA 002488 R(RP) provided to me by _____ on _____ . I further affirm that I have read, understood, and will comply with all of the terms of the Agreement.

Name

Date: _____

Title