

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

TIANA MARTIN,

Plaintiff,

v.

APARTMENT INVESTMENT AND
MANAGEMENT COMPANY *et al.*,

Defendants.

Case No.: 2020 CA 000319 B

Judge Jason Park

ORDER

This matter is before the Court on the plaintiff’s motion for remedies, filed November 23, 2021. Upon consideration of the motion, the opposition and reply memoranda, the entire record, and for the reasons stated below, the Court grants the motion in part, withholds judgment on attorney’s fees and costs, and awards to the plaintiff and against the defendants injunctive relief, \$5,000 in compensatory damages, \$10,000 in punitive damages, and \$1,500 in statutory damages.

BACKGROUND

This action arises from plaintiff Tiana Martin’s attempt to rent property at Latrobe Apartment Homes (“Latrobe”), a community of 175 rental apartments located at 1325 15th Street N.W. in the District of Columbia. *See* Compl. ¶ 15; Def.’s Opp’n to Pl.’s Mot. for Class Cert. (“Def.’s Opp’n”) at 3. Latrobe is owned, managed, and operated by defendant Apartment and Investment Management Company (“AIMCO”) and its subsidiary, defendant Rhode Island 15, LP d/b/a Latrobe Apartment Homes. *See* Compl. ¶¶ 10-11. Ms. Martin, a Housing Choice Voucher holder, filed this complaint after the defendants’ automated message system informed Ms. Martin that Latrobe does not accept housing vouchers on August 15, 2019. *See* Defs.’ Br. in Opp’n to the

Damages and Remedies Sought by Pl. Tiana Martin (“Defs.’ Opp’n”) at 1 (“Defendants do not contest that this communication occurred.”).

In February 2019, the defendants had onboarded the automated system, called “Lisa,” to answer prospective tenant inquiries concerning housing vouchers by stating that Latrobe did not accept housing vouchers. *See* Order Granting Mot. for Partial Summ. J. (May 26, 2021) at 3. Between April 23, 2019, and January 2020, “Lisa” transmitted this information to fifteen prospective tenants. *See id.* Additionally, beginning at some point in 2017 and ending in January 2020, Latrobe’s website, which AIMCO had the responsibility to maintain, stated either “We do not accept housing vouchers at this community” or “We do not accept housing choice vouchers at this community.” *Id.* And in August 2019, the “Frequently Asked Questions” page of Latrobe’s website contained the following question and answer: “Do you accept housing choice vouchers (section 8)? We do not accept housing vouchers at this community.” *Id.*

On January 14, 2020, the plaintiff filed her complaint against the defendants, asserting claims for source of income discrimination in violation of the D.C. Human Rights Act (“DCHRA”), D.C. Code §§ 2-1401.01 *et seq.*, based on Latrobe’s alleged discriminatory statements (Count I) and Latrobe’s alleged discriminatory refusal to rent (Count II). *See generally* Compl. The plaintiff also asserted a claim for violations of the D.C. Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901 *et seq.* (Count III). *See id.* ¶¶ 45-63. In the complaint, the plaintiff requested that the Court enter a judgment declaring the defendants in violation of the DCHRA and CPPA and enter a judgment for injunctive relief ordering the defendants to abandon their practice of refusing to rent to housing voucher holders. *See id.* ¶¶ 15-16. The plaintiff also requested monetary damages, punitive damages, treble damages, and reasonable attorneys’ fees and costs. *See id.* ¶ 16.

On May 26, 2021, this Court granted summary judgment for the plaintiff on Counts I and III of her complaint. *See generally* Order Granting Mot. for Partial Summ. J. (May 26, 2021). The Court found that the defendants made discriminatory statements based on source of income in violation of the DCHRA and the CPPA. *See id.* at 8, 14. That same day, the Court denied the plaintiff’s motion for class certification, finding that the plaintiff failed to meet her burden to demonstrate that the proposed class is sufficiently numerous. *See generally* Order Den. Mot. for Class Certification (May 26, 2021). Subsequently, at a status hearing held September 24, 2021, the parties agreed to submit briefs in support of damages in lieu of holding a trial. *See* Pl.’s Br. in Supp. of Remedies for Defs.’ Violations of the DC Human Rights Act and DC Consumer Protection and Procedures Act (“Pl.’s Mot. for Remedies”) at 1.

The plaintiff filed this motion for remedies on November 23, 2021. *See generally id.* The defendants filed their opposition on January 24, 2022, and the plaintiff filed a reply on February 14, 2022, in compliance with the deadlines set by the Court at the September 24, 2021, status hearing. *See generally* Defs.’ Opp’n; Pl.’s Reply Br. in Supp. of Remedies for Defs.’ Violations of the DCHRA and CPPA; Docket Entry (Sept. 24, 2021).

LEGAL STANDARD

A trial court “has ‘broad discretion’ to determine appropriate relief under the DCHRA.” *UMW v. Moore*, 717 A.2d 332, 339 (D.C. 1998) (quoting *Daka, Inc. v. Breiner*, 711 A.2d 86, 100 (D.C. 1998)). Under the DCHRA, “[a]ny person claiming to be aggrieved by an unlawful discriminatory act shall have a cause of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate.” D.C. Code § 2-1403.16(a). If a violation of the DCHRA is found, “the court may order any relief it deems appropriate, including, the relief provided in §§ 2-1403.07 and 2-1403.13(a).” *Id.* § 2-1403.16(b). Section 2-1403.13(a) authorizes

an order “requiring [the defendant] to cease and desist from such unlawful discriminatory practice” in the case of a DCHRA violation. This section also provides for other “affirmative action,” including compensatory damages, *id.* § 2-1403.13(a)(1)(D); reasonable attorney’s fees, *id.* § 2-1403.13(a)(1)(E); civil penalties, *id.* § 2-1403.13(a)(1)(E-1); and hearing costs, *id.* § 2-1403.13(a)(1)(F).

Under the CPPA, a plaintiff may recover actual damages and “[t]reble damages, or \$1,500 per violation, whichever is greater, payable to the consumer,” *id.* § 28-3905(k)(2)(A)(i)-(ii); reasonable attorney’s fees, *id.* § 28-3905(k)(2)(B); punitive damages, *id.* § 28-3905(k)(2)(C); and injunctive relief, *id.* § 28-3905(k)(2)(D). The Court may also order “[a]ny other relief which the court determines proper.” *Id.* § 28-3905(k)(2)(F).

ANALYSIS

In her motion for remedies, the plaintiff seeks non-monetary, injunctive relief, arguing such relief is appropriate because the defendants’ “repeated failure to address or remediate their discriminatory statements and practices demonstrates that non-monetary remedies are required to ensure that such practices are put to a stop.” Pl.’s Mot. for Remedies at 2. The plaintiff further argues that injunctive relief is appropriate because the defendants were previously sued for source of income discrimination in May 2019 but did not change their behavior, and because the defendants’ deliberate programming of Lisa shows the discriminatory statements were not mistakes. *See id.* at 3, 5.¹ Specifically, the plaintiff requests that the Court order the defendants to

¹ In her motion, the plaintiff also raises new allegations that the defendants continue to discriminate based on source of income by subjecting voucher holders to minimum income requirements. *See* Pl.’s Mot. for Remedies at 4; *id.*, Ex. M (Latrobe Website) at 3 (showing a three-times-the-rent requirement to lease at its properties). This allegation, however, was not raised in the complaint and was not part of the Court’s findings on summary judgment. *See generally* Compl.; Order Granting Mot. for Partial Summ. J. (May 26, 2021).

cease and desist from source of income discrimination, establish and implement a policy of non-discrimination and fair housing, receive annual fair housing training, create and display fair housing signage, and include the language “Housing Choice Vouchers Accepted” on any advertising for residential rental properties in Washington, D.C. *See id.* at 6-7.

Additionally, the plaintiff requests compensatory damages to compensate her for the humiliation and embarrassment suffered from the defendants’ discrimination. *See id.* at 9. The plaintiff states that she suffered feelings of degradation and humiliation and suffered harm by “not being able to live in her preferred neighborhood.” *Id.* at 11. Finally, the plaintiff requests treble damages or, alternatively, statutory damages of \$1,500 under the CPPA and punitive damages “in an amount the Court believes will serve to deter Defendants and others from committing similar discriminatory acts.” *See id.* at 12-17.

In response, the defendants agree that the “[p]laintiff is entitled to statutory damages and reasonable attorneys’ fees and costs associated with her individual claim,” but they argue that the “[p]laintiff’s requests for non-monetary relief, compensatory damages, treble damages, and punitive damages must be rejected because they lack any reasonable basis in the record or law.” Defs.’ Opp’n at 2. As to injunctive relief, the defendants argue that “non-monetary relief is moot and not warranted here because Defendants have fixed the error on the website and with the ‘Lisa’ system.” *Id.* at 4. The defendants argue further that Lisa’s discriminatory statements were made in error and that Latrobe does, in fact, accept housing vouchers. *See id.* As for the previous 2019 lawsuit, the defendants argue that this lawsuit did not put them on notice because the suit did not mention the website or “Lisa” messages. *See id.* at 6.

Additionally, the defendants argue that the plaintiff fails to show evidence of embarrassment and humiliation that supports a compensatory damages award, *see id.* at 7-10, and

is not entitled to treble damages for compensatory damages based on emotional distress, *id.* at 11. Finally, the defendants argue that the plaintiff is not entitled to punitive damages because the defendants' conduct was not intentional, and the plaintiff fails "to prove that the [d]efendants acted with an 'evil motive' or 'actual malice'" by clear and convincing evidence. *Id.* at 13.

I. THE COURT AWARDS COMPENSATORY DAMAGES UNDER THE DCHRA

Under the DCHRA, a plaintiff may seek an award of compensatory damages. *See* D.C. Code § 2-1403.16(a)(1)(D).² "Compensatory damages are intended to redress the concrete loss that the plaintiff has suffered by reason of the defendant's wrongful conduct." *Modern Mgmt. Co. v. Wilson*, 997 A.2d 37, 56 (D.C. 2010) (quoting *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 416 (2003)).

A plaintiff may recover compensatory damages for embarrassment, humiliation, and indignity under the DCHRA. *See Psychiatric Inst. v. D.C. Comm'n on Human Rights*, 871 A.2d 1146, 1153 (D.C. 2005) (upholding award of, *inter alia*, \$50,000 for "embarrassment, humiliation, and indignity resulting from sexual harassment" under the DCHRA); *Daka, Inc.*, 711 A.2d at 100 (upholding a \$10,000 compensatory damages award for humiliation and other emotional harm where the plaintiff was subjected to derogatory comments "on a regular basis"); *see also Carter v.*

² Under the CPPA, a plaintiff may seek recovery for *actual* damages, not including "dignitary damages, including pain and suffering." D.C. Code § 28-3905(k)(2)(A)(ii). Here, the plaintiff relies on evidence of emotional distress to support a damages award. *See* Pl.'s Mot. for Remedies at 9-12. Whether the term "actual damages" includes damages for mental or emotional distress is a statute-specific question. *See FAA v. Cooper*, 566 U.S. 284, 294 (2012) ("Because the term 'actual damages' has [a] chameleon-like quality, we cannot rely on any all-purpose definition but must consider the particular context in which the term appears."). In this case, the CPPA's exclusion of "dignitary damages" makes clear that recovery for purely emotional damages is not permitted. *See Attias v. CareFirst, Inc.*, 365 F. Supp. 3d 1, 16 n.10 (D.D.C. 2019) (noting that the exclusion of "dignitary harms, including pain and suffering," in the D.C. Data Breach Notification Statute precludes recovery for emotional distress damages). Thus, the Court awards compensatory damages only under the DCHRA.

Duncan-Huggins, Ltd., 727 F.2d 1225, 1238 (D.C. Cir. 1984) (upholding compensatory damages “despite their intangibility” because “the jury heard testimony evincing the individualized intangible injury that appellee suffered—namely, humiliation and other emotional harm”). “[H]umiliation, embarrassment and indignity flow naturally from a finding of discrimination.” *Doe v. D.C. Comm’n on Human Rights*, 624 A.2d 440, 447 (D.C. 1993) (holding that damages should have been awarded for discrimination based on emotional harm). Indeed, courts award compensatory damages for emotional distress caused by source of income discrimination. *See Short v. Manhattan Apts., Inc.*, 916 F.Supp. 2d 375, 391, 401 (S.D.N.Y. 2012) (awarding \$10,000 in compensatory damages to the plaintiff from each of the two defendants for emotional distress caused by source of income discrimination); *Comm’n on Human Rights & Opportunities ex rel. Arnold v. Forvil*, 25 A.3d 632, 647 (Conn. 2011) (awarding \$30,000 to the plaintiff and \$7,500 to each of her children for emotional distress suffered from source of income discrimination). The plaintiff need not submit medical records or evidence of economic loss to support such damages. *See Doe*, 624 A.2d at 447; *see also Johnson v. Hale*, 940 F.2d 1192, 1193 (9th Cir. 1991) (holding the trial court “committed clear error when it refused to award compensatory damages for humiliation and emotional distress” for a housing discrimination claim because “[n]o evidence of economic loss or medical evidence of mental or physical symptoms stemming from the humiliation need be submitted”).

Here, the plaintiff testifies that she suffered humiliation and embarrassment from the defendants’ discriminatory statements. *See* Pl.’s Mot. for Remedies at 11; *id.*, Ex. R (“Decl. of Tiana Martin”) ¶¶ 9, 12.³ The “discrimination made her feel unwanted and unwelcome, like a

³ The defendants argue that the Court should not consider Ms. Martin’s declaration appended to her motion for remedies in deciding damages because it is “not part of the record below.” Defs.’ Opp’n at 10. The defendants fail, however, to cite any caselaw or rule barring the Court from

‘second-class citizen.’” *Id.* at 11. She states that the situation caused her “a lot of stress and anxiety” and made her feel “humiliated and frustrated.” Decl. of Tiana Martin ¶ 12. Additionally, the plaintiff testifies that she suffered by not being able to live in her preferred neighborhood of Logan Circle, where Latrobe is located and where she felt more comfortable as a transgender woman. *Id.* ¶ 13 (“I do not feel as comfortable walking around . . . where I ultimately found housing with my voucher, as a transgender woman.”); Def.’s Opp’n, Ex. 1 (“Martin Tr.”) at 169:1-170:7 (“I felt safe—being a Black transgender woman, I felt safer living in that neighborhood [where Latrobe is located].”). The Court finds this evidence of humiliation and embarrassment sufficient to justify compensatory damages. *See Daka, Inc.*, 711 A.2d at 100; *Doe*, 624 A.2d at 447 (holding that compensatory damages should be awarded after a finding of discrimination because humiliation naturally flows from such a finding).

The plaintiff argues that “[t]he damages awarded in other cases indicate a minimum compensatory award of \$10,000 is warranted, but a higher award is appropriate given the circumstances here.” Pl.’s Mot. for Remedies at 12. The Court, however, finds that the plaintiff has not submitted sufficient evidence to warrant an award of \$10,000. Unlike in *Psychiatric Institute*, 871 A.2d at 1150, where the plaintiff suffered a loss of energy and appetite, problems sleeping, and major depression—“a serious and permanent mental disease that would require lifelong treatment”—from the defendant’s sexual harassment, the plaintiff here does not present concrete evidence of permanent injury or damage. *See, e.g.*, Martin Tr. at 172:15-173:21 (noting the plaintiff did not discuss the discrimination with her therapist or see another doctor for

considering her declaration. Further, the same evidence attested to by Ms. Martin in the declaration is supported by her deposition testimony, which the defendants attach to their opposition. *See* Def.’s Opp’n, Ex. 1 (Martin Tr.) at 172:15 (“You mentioned embarrassment and humiliation.”); *id.* at 169:14-170:2 (stating that Ms. Martin “felt safer” living in the neighborhood in which Latrobe is located).

treatment). Further, the plaintiff experienced discriminatory statements on two occasions here—one via text message and one on Latrobe’s website—rather than on a persistent and regular basis, as in *Daka, Inc.*, 711 A.2d at 100.

Accordingly, while the Court finds that the plaintiff has failed to establish a basis for \$10,000 in compensatory damages, the Court does find evidence of humiliation and embarrassment justifying compensatory damages and awards damages of \$5,000 in favor of the plaintiff and against the defendants. *See Daka, Inc.*, 711 A.2d at 100.

II. THE COURT AWARDS INJUNCTIVE RELIEF AND PUNITIVE DAMAGES UNDER THE DCHRA AND CPPA

A. Injunctive Relief

A plaintiff may recover injunctive relief under both the DCHRA and CPPA. *See* D.C. Code § 2-1403.13(a); *id.* § 28-3905(k)(2)(D). A permanent injunction is appropriate where “there exists some cognizable danger of recurrent violation, something more than mere possibility.” *Mbakpuo v. Ekeanyanwu*, 738 A.2d 776, 782 (D.C. 1999) (quoting *United States v. W.T. Grant Co.*, 345 U.S. 629, 633 (1953)). The trial court has broad discretion when making this determination and considers “the bona fides of the expressed intent to comply, the effectiveness of the discontinuance and, in some cases, the character of the past violations.” *Id.* (quoting *W.T. Grant Co.*, 345 U.S. at 633). Further, “once the plaintiff makes out a prima facie case of ‘some cognizable danger of recurrent violation,’ a defendant . . . carries the heavy burden of ‘demonstrating that there is no reasonable expectation that the wrong will be repeated.’” *Id.* at 783-84 (quoting *W.T. Grant Co.*, 345 U.S. at 633).

Here, the Court finds that there is some cognizable danger beyond mere possibility that the defendants’ unlawful activity is likely to recur and that the defendants have not met their “heavy burden” to show that the wrong will not be repeated; accordingly, the Court enters permanent

injunctive relief. *See id.* at 782. The Court makes this determination based on the recurring violations of the defendants, including violations after the defendants had notice of their unlawful activity. *See id.* (“[A] defendant’s past conduct is important evidence—perhaps the most important—in predicting his probable future conduct.”) (quoting *Cruz-Foster v. Foster*, 597 A.2d 927, 930 (D.C. 1991)). Between April 23, 2019, and January 2020, the defendants’ automated messaging system transmitted statements discriminating against source of income to fifteen prospective tenants. *See Order Granting Mot. for Partial Summ. J.* (May 26, 2021) at 3. Additionally, from 2017 to 2020, Latrobe’s website, which AIMCO had the responsibility to maintain, contained multiple discriminatory statements. *Id.*

The defendants contend that they have removed the discriminatory statements from the Latrobe website and the Lisa system, and that since 2018, Latrobe’s express policy has been to accept housing vouchers. *See Defs.’ Mot. for Partial Summ. J.*, Ex. 8 ¶ 5; *see also id.*, Ex. 2 (Dep. Tr. of Jamie Lee Nicholson) at 29:12-14. Yet, the defendants’ failure to remove these statements, despite this purported express policy, merely underscores the need for injunctive relief. Further, the record establishes that the defendants failed to take corrective action despite having notice of their source of income discrimination through an earlier lawsuit filed by Christopher Benjamin in March 2019, months before Ms. Martin sought housing from the defendants. *See Benjamin v. OP Property Mgmt., LLC et al.*, 2019 CA 001359 B; *Pl.’s Mot. for Remedies* at 3. Accordingly, the Court finds injunctive relief appropriate here.

The plaintiff requests that the Court order the defendants to cease and desist from source of income discrimination, establish and implement a policy of non-discrimination and fair housing, receive annual fair housing training, create and display fair housing signage, and include the language “Housing Choice Vouchers Accepted” on any advertising for residential rental properties

in Washington, D.C. See Pl.’s Mot. for Remedies at 6-7. Under the DCHRA, the Court may issue a cease and desist order. See D.C. Code § 2-1403.13(a); see also *Ottenberg’s Bakers, Inc. v. D.C. Comm’n on Human Rights*, 917 A.2d 1094, 1101 (D.C. 2007) (affirming an order that “required [the defendant] to ‘cease and desist from engaging in disparate treatment with its African-American managers, including the hiring, promotion, and termination of such employees’”); *Mendota Apartments v. D.C. Comm’n on Human Rights*, 315 A.2d 832, 833-34 (D.C. 1974) (affirming an order that the defendant “[c]ease and desist from discriminating against applicants because of their race, color, religion, or national origin in the rental of any apartments in all properties which they own, manage, or rent”). The Court may also order non-discriminatory language in advertisements, see *Mendota Apartments*, 315 A.2d at 834, and order a policy of non-discrimination be established, see Pl.’s Mot. for Remedies, Ex. N (*District of Columbia v. Evolve*, 2018 CA 008262 B) ¶ 19; cf. D.C. Code § 2–1403.13(a)(1) (authorizing the Court to require that defendants take affirmative action).

Therefore, finding good cause to enter injunctive relief, for the reasons stated above, the Court orders the defendants to cease and desist from source of income discrimination, establish a policy of non-discrimination and fair housing and disseminate the policy to all employees, and refrain from including discriminatory statements in any advertising or automated messages for residential rental properties in Washington, D.C.

B. Punitive Damages

A plaintiff may recover punitive damages under the DCHRA, see *Arthur Young & Co. v. Sutherland*, 631 A.2d 354, 372 (D.C. 1993), and the CPPA, see D.C. Code § 28-3905(k)(2)(C). “[P]unitive damages serve a broader function [than treble damages]; they are aimed at deterrence and retribution.” *State Farm Mut. Auto. Ins. Co.*, 538 U.S. at 416. Under the CPPA, both treble

damages and separate punitive damages are justified. *See Modern Mgmt. Co.*, 997 A.2d at 57; D.C. Code § 28-3905(k)(2). A party's conduct "must meet a high standard of wrongfulness to justify a punitive award." *Modern Mgmt. Co.*, 997 A.2d at 55. Indeed, punitive damages may be awarded only if it is shown by clear and convincing evidence that a party "acted with evil motive, actual malice, deliberate violence or oppression, or with intent to injure, or in willful disregard for the rights of the plaintiff" and that the party's conduct was 'outrageous' or 'grossly fraudulent.'" *Id.* "[O]nly truly reprehensible conduct should be punished by imposition of punitive damages." *Id.*

Though the defendants here deny that their discriminatory statements were made intentionally and blame Lisa's statements as a mistake, *see* Defs.' Opp'n at 12, the record shows that Lisa was onboarded using information from AIMCO employees, who affirmatively provided information to Lisa stating that Latrobe did not accept housing vouchers, *see* Order Granting Mot. for Partial Summ. J. (May 26, 2021) at 3 (citing Pl.'s Mot. for Summ. J., Ex. F (Defendant AIMCO's Answers and Objections to Plaintiff's Third Set of Interrogatories), Ex. D (Jacqueline Shapiro Dep. Tr.)). The record further shows that Latrobe's website, which AIMCO had the responsibility to maintain, stated either "We do not accept housing vouchers at this community" or "We do not accept housing choice vouchers at this community" beginning at some point in 2017 and ending in January 2020. *Id.* (citing Pl.'s Mot. for Summ. J., Ex. H (2015 Latrobe Website Screenshots), Ex. I (2019 Latrobe Website Screenshots)). Additionally, in August 2019, the "Frequently Asked Questions" page of Latrobe's website contained the following question and answer: "Do you accept housing choice vouchers (section 8)? We do not accept housing vouchers at this community." *Id.*

This case is distinct from *Short*, where the court denied punitive damages because the relevant source of income discrimination provisions were "relatively new and neither defendant

was aware of them during the relevant period.” 916 F. Supp. 2d at 402. In this jurisdiction, source of income discrimination has been outlawed under the DCHRA since 1977. *See* D.C. Law 2-38, tit. II, § 221 (Dec. 13, 1977) (codified as D.C. Code § 2-1402.21(a)). Further, the record here shows that the defendants had notice of their own noncompliance with the source of income provision through an earlier lawsuit filed by Christopher Benjamin on March 8, 2019. *See Benjamin v. OP Property Mgmt., LLC et al.*, 2019 CA 001359 B. Mr. Benjamin brought suit against AIMCO and OP Property Management, LLC, alleging source of income discrimination under the DCHRA. *See id.* AIMCO received service of the complaint in the *Benjamin* case on May 16, 2019, before Ms. Martin sought housing from the defendants in August 2019. *See* Pl.’s Mot. for Remedies at 3; *see generally* Aff. of Service (2019 CA 001359 B) (May 17, 2019).

The Court finds this evidence sufficient, by clear and convincing evidence, to show the defendants acted in willful disregard for the rights of the plaintiff, supporting an award of punitive damages. *See Modern Mgmt. Co.*, 997 A.2d at 55; *Arthur Young & Co.*, 631 A.2d at 373 (finding that “the jury could reasonably find the requisite degree of malice or willfulness” for punitive damages because the “offending conduct was not the product of chance, mistake, or ignorance”).

The Court finds further that this conduct is the type of “egregious wrongdoing” to justify punitive damages. *Dist. Cablevision Ltd. P’ship v. Bassin*, 828 A.2d 714, 727 (D.C. 2003). The defendants’ conduct here was repeated, having transmitted the statement that Latrobe did not accept housing vouchers to fifteen prospective tenants, *see* Order Granting Mot. for Partial Summ. J. (May 26, 2021) at 3, and was prolonged, leaving discriminatory statements posted to their website from 2017 to 2020, *see id.* And, as discussed above, the defendants continued to make discriminatory statements even after being put on notice of such discrimination. *See Comm’n on Human Rights & Opportunities ex rel. Arnold*, 25 A.3d at 637 n.4 (upholding punitive damages

award in a source of income discrimination case because the defendants continued to refuse to rent even after “being made aware of [their] error”). Accordingly, the Court finds willfulness and outrageous conduct by clear and convincing evidence.

In determining the amount of punitive damages appropriate in this matter, the Court may consider “the relative wealth of the defendant at the time of trial, the nature of the wrong committed, the state of mind of the defendant when the wrong was committed, the cost and duration of the litigation, and any attorney’s fees that the plaintiff has incurred in this case.” 1 Civil Jury Instructions for DC § 16.03; *see also Modern Mgmt. Co.*, 997 A.2d at 57. The Court has considered the fact that AIMCO is a large company with extensive total assets. *See* Pl.’s Mot. for Remedies at 16-17; *id.*, Ex. T. The Court has also considered the nature of the defendants’ conduct, including the defendants’ subsequent removal of discriminatory language from the Latrobe website and Lisa system, the harm suffered by the plaintiff, as well as the fact that the defendants will be required to pay the plaintiff’s reasonable attorney’s fees in a separate order. *See Modern Mgmt. Co.*, 997 A.2d at 58 (observing that “a punitive damages award should bear some reasonable relationship to the corresponding award of compensatory damages”) (citing *BMW of N. Am. v. Gore*, 517 U.S. 559, 580 (1996)). Having considered all of these factors, the Court awards punitive damages in favor of the plaintiff and against the defendants in the amount of \$10,000. *See id.* at 57.

III. THE COURT AWARDS STATUTORY DAMAGES UNDER THE CPPA

Under the CPPA, a plaintiff may recover treble damages “or \$1,500 per violation, whichever is greater.” D.C. Code § 28-3905(k)(2)(A)(i). “The purpose of the treble damages provision of the CPPA is remedial.” *Modern Mgmt. Co.*, 997 A.2d at 56. Treble damages “are not a substitute for punitive damages and the heightened proof requirements for punitive damages do

not apply.” *Id.* at 57 (quoting *Dist. Cablevision Ltd. P’ship*, 828 A.2d at 727). Further, “the treble damages provision of the CPPA . . . authorizes the court to treble damages without the plaintiff having to establish anything beyond the CPPA violation itself.” *Id.*; *see also* *Byrd v. Jackson*, 902 A.2d 778, 782 (D.C. 2006) (quoting *Dist. Cablevision Ltd. P’ship*, 828 A.2d at 729) (holding that the defendant’s “false advertising of his services alone sufficed to justify the trebling” because “the CPPA authorizes [the] court[] to treble damages without further findings” once any damage to the consumer has been established). When trebling damages, courts consider the economic and non-economic harms suffered by the plaintiff. *See Modern Mgmt. Co.*, 997 A.2d at 57.

Here, both parties concede that Ms. Martin is entitled to \$1,500 in statutory damages under the CPPA. *See* Defs.’ Opp’n at 3; Pl.’s Mot. for Remedies at 12 n.6. The plaintiff, however, requests her compensatory damages be trebled to an amount greater than \$1,500. *See* Pl.’s Mot. for Remedies at 13. Because the Court, here, awards compensatory damages only under the DCHRA, *see supra* note 2, and because there is no parallel treble damages provision in the DCHRA, the plaintiff is not entitled to have compensatory damages trebled. *See* D.C. Code § 28-3905(k)(2)(A)(ii) (“[Under the CPPA,] a consumer may recover or obtain actual damages. Actual damages shall not include dignitary damages, including pain and suffering.”); *supra* Section I. Accordingly, the Court awards \$1,500 in statutory damages in favor of the plaintiff and against the defendants for the defendants’ CPPA violation. *See* D.C. Code § 28-3905(k)(2)(A)(i).

III. THE COURT WITHHOLDS JUDGMENT ON ATTORNEY’S FEES AND COSTS

A plaintiff may recover reasonable attorney’s fees and costs under the DCHRA and CPPA. *See* D.C. Code § 2-1403.16(a)(1)(E); *id.* § 28-3905(k)(2)(B). Here, the plaintiff requests such fees and costs paid in an “amount to be determined by fee petition after entry of final judgment in this matter.” Pl.’s Mot. for Remedies at 17. Accordingly, the Court withholds judgment on this issue.

CONCLUSION

Accordingly, it is this 20th day of February, 2022, hereby

ORDERED that the plaintiff's motion for remedies is **GRANTED IN PART**; and it is further

ORDERED that the defendants shall cease and desist from source of income discrimination; and it is further

ORDERED that the defendants shall prepare a policy of non-discrimination and fair housing for dissemination to all employees and submit said policy to the Court on or before April 1, 2022; and it is further

ORDERED that the defendants shall refrain from including discriminatory statements in any advertising or automated messages for residential rental properties in Washington, D.C.; and it is further

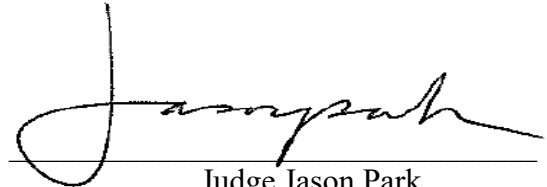
ORDERED that the defendants are jointly and severally liable to the plaintiff in the amount of \$16,500, consisting of \$5,000 in compensatory damages, \$10,000 in punitive damages, and \$1,500 in statutory damages; and it is further

ORDERED that plaintiff's counsel shall meet and confer with defense counsel regarding any request by the plaintiff for reasonable attorneys' fees and costs; and it is further

ORDERED that if the parties are unable to agree on the amount of reasonable attorney's fees and costs to which the plaintiff is entitled under the DCHRA and CPPA, the plaintiff shall submit a fee petition on or before March 18, 2022, and the defendants shall submit their objections, if any, to the fee petition on or before April 1, 2022; and it is further

ORDERED that the status hearing set for April 1, 2022, in this matter is **VACATED**.

SO ORDERED.

A handwritten signature in black ink, appearing to read "Jason Park", written over a horizontal line.

Judge Jason Park
Superior Court of the District of Columbia

Copies to counsel of record via CaseFileXpress.