



▶ REBECCA'S TAKE

TOPSHELF

REBECCA COOPER covers retail, restaurants, hospitality and the arts

D.C. first city to market on China's WeChat

Destination D.C. is now marketing directly to Chinese consumers via the massive social media and payments app WeChat, making D.C. the first U.S. city to do so.

WeChat has 1.1 billion registered users around the globe and combines the functions of a payment app like PayPal or Venmo, a messaging app and social networks.

In addition to continuing to market the city on an official "visitdc" account, Destination D.C., the District's tourism marketing organization, can now offer members access to the platform, allowing hotels, restaurants and others to market directly on the social network.

Destination D.C. members will be able to set up their own business accounts on WeChat, something that can be difficult for non-Chinese businesses.

On average, there are 15,000 WeChat users located in the D.C. area each month. And WeChat users spend an average of 90 minutes a day in the app.

Destination D.C. will also expand a pilot "City Experience" program on WeChat it rolled out late in 2017, which is a map-based interactive program that helps Chinese visitors navigate D.C.

The effort is paramount as Destination D.C. tries to lure more of the rapidly growing sect of Chinese outbound travelers to D.C. Visitors from China make up the largest portion of overseas visitors to the region.

D.C. currently has two direct flights between Beijing and Dulles International Airport, and come September, a third flight to that region will begin with direct service on Cathay Pacific from Dulles to Hong Kong. At 17 hours, that will be the longest flight flying out of the Washington region.

Next on Destination D.C.'s wish list? A direct flight between Shanghai and Dulles.

Unsettled.

Isabella lawsuit ends, but will agreement bring changes?

A lawsuit filed against chef Mike Isabella and several of his business partners that alleged a culture of "extraordinary" sexual harassment has come to an end with a settlement — one that includes a promise to make changes to the culture at Mike Isabella Concepts.

Financial terms were not disclosed.

"In settling this case, Ms. [Chloe] Caras met one of her central goals, which was to have MICenter in a binding agreement obligating it to take corrective measures, including robust training, and to adopt policies to encourage a work environment free of sexual harassment," Debra Katz, Caras' attorney, said in a joint statement issued May 7.

Caras, a former general manager at Mike Isabella Concepts, alleged in the suit that she was subjected to repeated sexual harassment and sought unspecified damages. The harassment included name-calling, comments of a sexual nature, the sending of lewd text messages and unwanted touching.

But how does the settlement's "binding" deal get enforced? Few details were included in the statement. As the attorneys on either side of the case are not talking, we reached out to lawyers who work on sexual harassment cases and other workforce issues for context.

Because a settlement agreement is essentially a legal contract, it can obligate Isabella to follow through on the promise to provide training and strengthen internal policies — if those provisions were included in the settlement itself, according to Lauren Khouri, an attorney with Correia & Puth PLLC.

"At a minimum, at all times, if an employer violates a settlement agreement, the plaintiff would have a claim for a breach of contract [and] could go to court to hold an employer liable," she said.

What can vary is how those provisions are enforced. Sometimes, a settlement deal will appoint a third, external party, such as the D.C. Office of Human Rights, to monitor the progress. Other times,



Mike Isabella at Kapnos in Arlington in 2015. The chef recently settled a sexual harassment lawsuit.

FILE PHOTO

WHAT'S NEXT?

Mike Isabella has promised to take measures to prevent future sexual harassment at his company. But what does that look like, realistically? Here's what Aaron Polkey, attorney with Futures Without Violence — a nonprofit group that helps prevent sexual violence through training — says the company's next steps could be.

▶ Don't make it a one-and-done:

Although immediate corrective actions are crucial, the only way to shift workplace culture toward prevention is a sustained year-round program of awareness and accountability," Polkey said.

▶ Listen to employees: Survey

employees about the culture and climate in a comprehensive way that protects people's confidentiality and also respects potential previous traumatic incidents, Polkey said. Respond in a way that assures employees that they won't face retaliation and hold those who engage in sexual harassment accountable.

▶ Encourage peer networks:

Create a space for employees to talk among themselves about incidents and issues, rather than sweeping them under the rug, said Polkey.

▶ Communicate company

policies: In the restaurant industry, Polkey encourages owners and managers to use the "family meal" times to provide five- to 10-minute refreshers on the company's sexual harassment or discrimination policies, or even best practices for bystander intervention. That way, it's a regular part of discussion — not just something that happens at orientation and then never again.

the defendants in the case will be required to provide a copy of the training manual or newly written harassment policy, or the calendar invitation for when training sessions were held, said Khouri.

If Isabella's settlement does not include reporting requirements, it would be harder to enforce, said Lynne Bernabei, founding partner of Bernabei & Kabat PLLC, who has been working on sexual harassment cases for more than 30 years.

Isabella's case is complicated by the fact that he is the leader of the company — and does not answer to any boss or a board of directors. Often, it's left to those who manage or oversee the accused person to help keep them accountable going forward — but at Mike Isabella Concepts, that person does not exist.

That setup makes the inclusion of some kind of binding language in the settlement agreement all the more important, said Khouri.

Khouri said that plaintiffs' attorneys are asking for — and getting — those checks and balances to be included in settlement agreements more and more now in the #MeToo movement.

"Employers appear to be more willing to include these types of provisions in these agreements, particularly when there's public exposure about a case, because they want to try to do the right thing — or try to respond to public outrage that they should be doing the right thing," Khouri said.