

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Attorney General**



**Housing and Community Justice Section**  
**Public Advocacy Division**

**CONSENT SETTLEMENT AGREEMENT**

THIS CONSENT SETTLEMENT AGREEMENT (“Agreement”) made this 21<sup>st</sup> day of June 2018, by and between Just Street and Division Avenue NE, LLC (“Owner”), a District of Columbia Limited Liability Company, and the District of Columbia (“the District”), to address issues regarding the use of 940 Division Avenue NE, Washington, DC 20019 and 5216 Just Street NE, Washington, DC 20019 (collectively “the Properties”) by tenants and/or third parties, and to set forth cooperative efforts of the parties to facilitate a reduction of nuisance activities and to discourage incidents of violent crimes occurring at the Properties. Accordingly, the District and the Owner enter into this Agreement in lieu of continuing litigation and without admission of fact, fault or liability, and hereby agrees to the following:

1. **Security Provisions:** Owner shall maintain the following security measures in accordance with this Agreement:
  - a. Provide to the District information regarding all functioning security cameras and lights located on the property. Such information shall include: specific brand and location of cameras and lights.
  - b. Owner shall maintain high-powered wattage or LED lighting in the common areas, entryways, and stairwells and external areas of the buildings. On the exterior, Owner shall maintain at least two lights on the front and two lights on

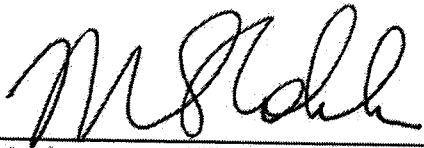
the back of each property. Owner shall also maintain at least one light on each side of the Properties. *See Exhibit A.*

- c. Owner shall maintain a high definition security camera system on the Properties. On the exterior, this system shall include at least two cameras on the front and two cameras on the back of each property. This system shall also include at least one camera on each side of the Properties. *See Exhibit A.*
- d. Owner shall register security cameras to the Metropolitan Police Department (“MPD”) Private Security Cameras System Incentive Program and provide electronic access to security cameras to MPD within 14 days of signing this agreement.
- e. Owner shall maintain the security contract for 940 Division Avenue and 5216 Just Street NE, similar to the current contract attached as Exhibit B. Security personnel deployed exclusively to 940 Division Avenue and 5216 Just Street NE shall consist of at least two armed, special police officers to actively patrol and secure the Properties eight (8) hours each weekday and weekend from 5pm until 1am.
- f. After the first three (3) month period, and every three months thereafter, during which this Agreement is in effect, the District will consult with the Owner as to whether the security personnel must maintain the existing security coverage or whether this coverage can be reduced. In the event that the parties do not reach agreement on any reduction, the security personnel must remain in place as set out in paragraph (e) above.

- g. Owner shall maintain existing “No Trespassing” and “No Loitering” signs on the buildings, and shall take reasonable enforcement actions, including notifications to MPD regarding violators. Installation and maintenance of any additional “No Loitering” or “No Trespassing” signs shall be of similar quality to existing signs.
  - h. Owner shall continue to secure the locks to any and all entrances and exits in the interior and exterior of the Properties.
2. **Barring Notices:** Just and Division Avenue NE, LLC, upon notification and receipt of documentation from the District that any guest has engaged in criminal activities at the Properties, shall issue permanent barring notices for such guest and enforce these notices. In instances where Owner becomes aware, separate and apart from the District’s notification, of any guests who engage in criminal activities or commit other violations on the property that jeopardizes the health, safety, or security of the tenants or staff, Owner shall also issue and enforce barring notices to permanently bar these individuals. Within two (2) weeks of issuance of a barring notice on an individual, Owner shall submit a copy of the served barring notices via certified mail to MPD’s 6<sup>th</sup> District Police Station, as well as to the District by delivering a copy to Althea Geletka at [Althea.Geletka@dc.gov](mailto:Althea.Geletka@dc.gov).
3. **Default:** Upon the occurrence of the first event regarded by the District as a default under this Agreement, the District shall notify Owner of this default in writing and Owner shall have fourteen (14) calendar days from the date of receipt of the District’s written notice to correct the default. If the alleged default remains uncorrected after 14 days, the District reserves the right to proceed with litigation under District of Columbia v. Owner pursuant to DC Code §§ 42–3101 - 3114, the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act

("Nuisance Act"). Under this agreement, the owner agrees not to contest the entry of an Order for Preliminary Injunction adopting the security provisions of this agreement. If after the entry of the Order for Preliminary Injunction the District contends that there is a default, the District shall file a Motion to Show Cause. The Owner can thereafter challenge the allegation of default and/or the relief requested.


4. **Term of Agreement:** This agreement shall remain in effect until June 21<sup>st</sup>, 2019. After the expiration of this Agreement, if the property is found to be a nuisance under DC Code §§ 42-3101 - 3114, the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, the Parties understand that the District may recommence litigation against Owner.



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Monique Cobb, Esquire  
Assistant Attorney General  
Office of the Attorney General for the District of Columbia

Just and Division Avenue NE, LLC

By:   
Jerome Bailey  
Managing Member  
Just and Division Avenue NE, LLC

DISTRICT OF COLUMBIA

*Plaintiff*

Civ. No. 2018 CA 001940 B  
Judge Neal E. Kravitz

v.

JUST STREET AND DIVISION AVENUE, Next Event: Initial Scheduling Conference:  
NE, LLC June 22, 2018

*Defendant.*

**NOTICE OF DISMISSAL**

Pursuant to D.C. SCR- Civil Rule 41(a)(1)(ii), the Plaintiff hereby dismisses the above titled action without prejudice pursuant to the attached settlement agreement. *See* Exhibit A. The District of Columbia respectfully requests that the Initial Scheduling Conference set for June 22, 2018 at 9:30 a.m. be vacated.

Dated 6/20/2018

Respectfully Submitted,

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Attorney General for the District of Columbia

ROBYN BENDER  
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Division

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*/s/ Jane Lewis*  
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*Attorney for Defendant*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of June, 2018, a copy of the foregoing, Notice of Dismissal, was served upon counsel for Defendant, Just Street And Division Avenue, Ne, LLC, via *CaseFileExpress*.