

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

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**HOPE SOUND CORPORATION, et al.,**

*Defendants.*

Civ. No. 2020 CA 002232 B

Judge Florence Y. Pan

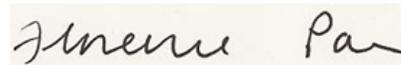
**ORDER**

Upon consideration of the District of Columbia's Consent Motion to Enter Consent Judgment and Order, the points and authorities cited therein, and the consent of Defendants Hope Sound Corporation and Cheung Kee Cheung, it is this 28<sup>th</sup> day of May, 2020 hereby

**ORDERED** that the District's Consent Motion to Enter Settlement Agreement is granted; and it is further

**ORDERED** that Exhibit 1 shall be signed and entered.

**SO ORDERED.**



Associate Judge Florence Y. Pan

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

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**HOPE SOUND CORPORATION, et al.,**

*Defendants.*

Civ. No. 2020 CA 002232 B

---

**CONSENT JUDGMENT AND ORDER**

This CONSENT JUDGMENT AND ORDER (“Consent Order”) is made this 26<sup>th</sup> day of May, 2020, by and between Plaintiff District of Columbia, through the Office of the Attorney General (the “District”), and Defendants Hope Sound Corporation, a corporation organized and existing under the laws of Virginia; and Cheung Kee Cheung, a natural person and governor of Hope Sound Corporation (collectively, the “Parties”) to address the drug-nuisance activity at 1603 Good Hope Road.

WHEREAS this case concerns the Good Hope Laundromat, a commercial building located at 1603 Good Hope Road, SE, Washington, D.C. containing a laundromat with an outdoor parking lot (the “Property”);

WHEREAS on April 13, 2020, the OAG filed a Complaint for violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114, to compel Hope Sound Corporation and Cheung Kee Cheung (collectively, the “Defendants”) to abate nuisance activity occurring at the Property;

WHEREAS, Hope Sound Corporation is the owner of the Property, and Cheung Kee Cheung is a governor and owner of Hope Sound Corporation; and

NOW, THEREFORE, based on the Parties’ agreement in lieu of continuing litigation, the following is hereby ORDERED:

1. **JURISDICTION**. The parties agree that this Court has subject matter jurisdiction and personal jurisdiction in this action.
2. **SECURITY PLAN**. Defendants agree to institute the following Security Plan at the Property which shall remain in place for as long as Defendants own, operate, manage, or are otherwise affiliated with the Property:

(a) Physical Security Coverage:

- i. Within seven (7) days of signing this Consent Order, Defendants shall hire and maintain armed security coverage between the hours of 3 p.m. and 10 p.m. Wednesday through Sunday. The Parties reserve the right to, through mutual agreement, adjust security hours based on criminal activity trends.
- ii. Defendants shall ensure that the armed security personnel will, as part of their duties, enforce barring notices at the Property and “No Trespassing” and “No Loitering” signage (*see infra* Sections 2(b)(iii) and 2(f)(ii)).

(b) Barring Notices:

- i. Defendants shall permanently bar individuals (1) identified by the District and/or the Metropolitan Police Department (“MPD”) as having engaged in criminal activities at the Property; or (2) that Defendants are otherwise aware of who engage in criminal activities or commit other violations on the Property that jeopardizes the health, safety, or security of the community or tenants.
- ii. Defendants shall submit copies of all served barring notices within one (1) week of issuance to MPD, as well as to OAG by delivering a copy to the Office of the Attorney General, Housing and Community Justice Section, c/o Althea Geletka, Althea.Geletka@dc.gov.
- iii. Defendants shall ensure that the armed security personnel on duty shall be trained in identifying individuals who are the subject of barring notices, serving the barring notices, and arresting individuals who violate the barring notices.
- iv. In instances where criminal charges are brought against repeat offenders for trespass, Defendants shall fully cooperate with the prosecution of criminal trespass charges, including but not limited to providing oral or written testimony for litigation.

(c) Exterior Lighting:

- i. Within ten (10) days of signing this Consent Order, Defendants shall install and maintain adequate exterior lighting fixtures in accordance with Exhibit A.
- ii. Defendants shall ensure that Defendants’ tenant(s), if any, turn on the lights during evening and nighttime hours or as required.

- iii. Defendants shall repair or replace any non-functioning exterior lights within five (5) days of notice of defective light fixtures.

(d) Security Cameras:

- i. Within ten (10) days of signing this Consent Order, Defendants shall install and maintain an appropriate security camera system, in consultation with MPD and in accordance with Exhibit A to fully capture the exterior of the Property, free from visual obstruction.
- ii. Within twenty (20) days of signing into this Consent Order, Defendants shall require any tenant(s) at the Property to provide electronic access to security cameras to MPD.
- iii. Defendants shall provide to OAG, to the extent reasonably available, information regarding all security cameras located on the Property. Such information shall include invoices, brand, serial number(s), and specific location(s) for each camera.
- iv. Upon notice from the District or MPD that a camera is not operational or that the footage is not accessible, Defendants shall cause the device to be repaired and access to the footage shall be restored within seven (7) calendar days.

- (e) Vehicles: Within five (5) days of signing this Order, Defendants shall cause unauthorized and/or abandoned vehicles parked on the Property to be ticketed and towed on a weekly basis.

(f) “No Trespassing” and “No Loitering” Signs:

- i. Within five (5) days of signing this Consent Order, Defendants shall install and maintain “No Trespassing” and “No Loitering” signs on the Property.
- ii. Defendants shall direct security personnel to enforce the signs.

3. **SETTLEMENT PAYMENT.** Parties agree that OAG could assess a penalty of \$24,000. Defendants shall pay the total sum of \$6,000 to the District within thirty (30) days of signing this Consent Order. The \$18,000 balance will be waived should Defendants comply with this Consent Order for a period of six (6) months after signing this Consent Order.

4. **INSPECTION.** The District, by and through its agents, reserves the right to inspect, without notice, the exterior grounds and common areas of the Property to verify the maintenance of the terms of this Consent Order.

5. **BUSINESS PERMIT.** Defendants shall take appropriate action within five (5) days of this agreement to register Hope Sound Corporation with the D.C. Department of Consumer and Regulatory Affairs (“DCRA”) to ensure that its business permit is valid and active in the District.
6. **ENFORCEMENT OF TERMS BY OAG.** If Defendants fail to comply with or complete the obligations set forth in Paragraphs 2, 3, or 5 above, the OAG may provide written notice of such failure or deficiency (“Notice of Default”) to counsel for Defendants, Michael P. Hsur, and which shall provide, and must so state, that Defendants shall have fourteen (14) days to cure such failure(s) or deficiency(ies). Should Defendants fail to timely complete the obligation(s) identified in the Notice of Default, the OAG shall have the right to file against them in the Civil Division of the Superior Court of the District of Columbia a motion to show cause why Defendants should not be held in contempt of court for violating the Consent Order. If the Court holds that Defendants are in contempt of this Consent Order, Parties agree that Defendants will pay the remaining \$18,000 in penalty to the District pursuant to Paragraph 3 of this Consent Order.
7. **TRANSLATION AND ADVICE OF ATTORNEY.** Defendants represent and warrant that in executing this Consent Order, they have relied upon legal advice from the attorneys of their own choice; that the terms of this Consent Order have been read and translated in Chinese Mandarin and its consequences have been completely explained to them by their own attorney in Chinese Mandarin; and that Defendants fully understand the terms of this Consent Order. Alternatively, the Parties represent and warrant that they have been advised to consult an attorney; that they have made a knowing and intelligent waiver of their right to do so; that the terms of this Agreement have been read and that they fully understand its terms and consequences. The Parties further acknowledge that no promise, inducement or agreement not contained herein has been expressed or made to any of them in connection with this Agreement, and that no Party has relied on any promise, inducement or agreement made by any other person or entity.
8. **TERM OF AGREEMENT.** This Order shall remain in effect for two (2) years from the date of execution of the agreement, or until Defendants have transferred the property to a new owner. After the expiration of this Agreement, if the Property is found to be a nuisance, nothing in this Consent Order prevents the District from filing any enforcement action concerning the Property.

Date: May 26, 2020

Respectfully Submitted,

KARL A. RACINE  
Attorney General for the District of Columbia

KATHLEEN KONOPKA  
Deputy Attorney General  
Public Advocacy Division

JIMMY ROCK  
Assistant Deputy Attorney General  
Public Advocacy Division

/s/

JENNIFER L. BERGER  
Chief, Social Justice Section  
Bar No. 490809

/s/

OLIVIA JERJIAN [Bar No. 1034299]  
MONIQUE COBB [Bar. No. 1531175]  
Assistant Attorneys General  
441 4<sup>th</sup> Street, NW  
Suite 1060 North  
Washington, D.C. 20001  
(202) 727-2658 (phone)  
Email: [Olivia.Jerjian@dc.gov](mailto:Olivia.Jerjian@dc.gov)

*Attorneys for the District of Columbia*



MICHAEL P. HSUR [Bar No. 976452]  
Business Law Associates, LLC  
1700 Rockville Pike, Ste. 400  
Rockville, MD 20852  
(301) 998-6153 (phone)  
Email: [MPHsur@hotmail.com](mailto:MPHsur@hotmail.com)

*Attorney for Defendants*



CHEUNG KEE CHEUNG, in his personal capacity  
and on behalf of Hope Sound Corporation

*Defendants*

**IT IS SO ORDERED.**



Judge Florence Y. Pan

05-28-2020 \_\_\_\_\_  
Date

## EXHIBIT A

### Map Key:

 Exterior Lighting Fixture

 Security Camera

### 1) Aerial View of Property



2) Street View of Property from Good Hope Road, SE



3) Street View of Property from 16<sup>th</sup> Street, SE



*Copies to:*

Olivia Jerjian, Esq.  
Monique Cobb, Esq.  
*Via CaseFileXpress*

Michael Hsur, Esq.  
MPHsur@hotmail.com