

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

<p style="text-align:center">DISTRICT OF COLUMBIA, Plaintiff,</p> <p style="text-align:center">v.</p> <p style="text-align:center">URBAN ATHLETIC CLUB CONVENTION CENTER LLC, Defendant.</p>	<p>Case No. 2020 CA 004921 B Judge: Fern Flanagan Saddler</p>
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CONSENT JUDGMENT AND ORDER

This Consent Judgment and Order is entered into between the District of Columbia (“District”), acting through the Office of the Attorney General for the District of Columbia (“OAG”), and Urban Athletic Club (“Defendant” or “UAC”). The District and Defendant are referred to collectively as the “Parties.”

PREAMBLE

A. WHEREAS, the District is a municipal corporation empowered to sue and be sued, created by an Act of Congress and is the local government for the territory constituting the seat of the government of the United States. D.C. Code § 1-102. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301(a)(1).

B. WHEREAS, Defendant at all relevant times was a company located at 804 N Street NW, Washington, D.C. 20001.

C. WHEREAS on December 8, 2020, the District filed a Complaint against Defendant for violations of the Mayor’s Order Nos. 2020-080, 2020-119, related Phase II Guidance, the Protecting Workers from COVID-19 Congressional Review Emergency Amendment Act of 2020 (“Emergency Act”), D.C. Code § 32-141.01 *et seq.*, and the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* A. The District’s Complaint alleges that Defendant violated these Orders and laws by failing to comply with mask-wearing and social-distancing rules contained therein for the prevention of the deadly COVID-19 virus. These claims are hereinafter referred to as the “Covered Conduct.”

D. WHEREAS, the Parties have resolved the Covered Conduct as provided below in lieu of further litigation.

E. WHEREAS, this Agreement does not constitute any admission by Defendant of any of the District’s allegations.

F. WHEREAS, the Parties have reached a full and final settlement agreement as set forth below:

TERMS AND CONDITIONS

NOW, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. Payment. Defendant agrees to the financial terms as outlined below:
 - a. Within seven (7) days after this Agreement is fully executed, Defendant shall make one (1) payment to the District of Columbia in the amount of \$5,000.00.
 - b. Within six (6) months after this Agreement is fully executed, Defendant shall make one (1) payment to the District of Columbia in the amount of \$5,000.00.

- c. Within one (1) year after this Agreement is fully executed, a payment in the amount of \$10,000, except this payment shall be forgiven as long as Defendant does not operate its gym located at 804 N Street, NW, Washington, D.C. 20001, in any manner that violates this Consent Judgment and Order as reasonably determined by OAG.
- d. Payments made by Defendant pursuant to this paragraph shall be made by wire payment consistent with instructions to be provided by the District.

2. Compliance with Mayoral Order 2020-080. Defendant agrees to comply with Mayor's Order No. 2020-080¹ as follows:

a. **Indoor Wearing of Masks:**

1. Continue to post signage on its exterior entrance door stating that a person may not enter the business unless the person is wearing a mask.
2. Exclude from the Gym any person who attempts to enter the Gym without a mask.
3. Ask any person who removes their mask inside the Gym to immediately put their mask on or to leave the Gym.
4. Provide masks to all employees of the Gym.

b. **Outdoor wearing of masks:** while working out outside the Gym as a part of gym activities, ensure that gym patrons shall wear a mask when they are likely to be within six feet of another person.

¹ Mayor's Order No. 2020-080 can be found at: <https://coronavirus.dc.gov/maskorder>.

3. Compliance with Phase II COVID-19 Guidance for Gyms and Work-Out Studios.

Defendant agrees to comply with Phase II COVID-19 Guidance for Gyms and Work- Out Studios², as long as that Guidance is in effect, by doing the following:

- a. Ensure that employees and gym patrons comply with Phase II Guidance in its entirety.
- b. Ensure that all employees of Defendant receive a copy of the policy for Phase II compliance when they begin employment with UAC.

4. Compliance with Mayor's Order 2020-119, Section VII. Defendant agrees to comply with Mayor's Order 2020-119³, Section VII, as follows, as long as the Order remains in effect:

- a. Continue to suspend all indoor group exercise classes;
- b. Continue to suspend all outdoor group exercise classes of twenty-five (25) or more persons.

5. Compliance with Future Mayoral Orders and Legislation. Defendant agrees to comply with future Mayoral Orders that may be issued related to the COVID-19 public health emergency.

6. Release by the District. Conditioned upon receipt of the Settlement Amount detailed in Paragraph 1 above, and compliance with the Mayoral Orders pursuant to Paragraphs 2 through 5, the District releases Defendant from any and all actions or causes of action, which the

² The Phase II Guidance for Gyms and Workout Studios can be found at: https://coronavirus.dc.gov/sites/default/files/dc/sites/coronavirus/page_content/attachments/COVID-19_DC_Health_Guidance_for_Gyms_and_Workout_Studios_2020.08.31_FINAL.pdf.

³ Mayor's Order 2020-119 can be found at: https://coronavirus.dc.gov/sites/default/files/dc/sites/coronavirus/page_content/attachments/Mayor%27s%20Order%202020-119%20%2011-23-2020.pdf.

District ever had, now has, or may have, against Defendant arising out of the Covered Conduct, including, but not limited to, any and all claims that could be civilly brought under the District’s Protecting Businesses and Workers from COVID-19 Congressional Review Emergency Amendment Act of 2020 (“Emergency Act”), D.C. Code § 32-141.01 *et seq.*

7. Provided that both Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. This Agreement is governed by the laws of the District of Columbia. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between the Parties under this Agreement shall be the Superior Court of the District of Columbia.

9. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

10. If Defendant fails to pay the Consent Judgment Amounts pursuant to Paragraph 1, or fails to comply with Mayoral Orders pursuant to Paragraphs 2 through 5, then Defendant consents to an entry of judgment in the amount of the remainder of the monies owed, including the amount in Paragraph 1(c), plus reasonable attorney’s fees and court costs.

THE DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the
District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

JIMMY R. ROCK
Assistant Deputy Attorney General

Public Advocacy Division

Date: February 2, 2021

By:  _____

JENNIFER L. BERGER, D.C. Bar No. 490809
Chief, Social Justice Section
Public Advocacy Division
400 6th Street, NW, 10th Floor
Washington, DC 20001
Phone: (202) 531-2917 | jennifer.berger@dc.gov
Attorney for the District of Columbia

URBAN ATHLETIC CLUB CONVENTION CENTER LLC

Date: January 31, 2021

By:  _____

David L. Feinberg (D.C. Bar No. 982635)
VENABLE LLP
600 Massachusetts Ave., NW
Washington, D.C. 20001
Telephone: (202) 344-8278
Email: DLFeinberg@Venable.com

Attorney for Defendant

Date: Feb 1 2021

By:  _____
Graham

King, Owner, Urban Athletic Club Convention Center, LLC

Date: _____

Judge Fern Flanagan Saddler