

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION

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DISTRICT OF COLUMBIA,

Plaintiff,

v.

MOHAMMAD Y. SIKDER,  
DISTRICT PROPERTIES.COM INC.,  
DISTRICT PROPERTIES.COM LLC,  
52ND ST DEVELOPMENT INC.,  
RUPSHA 2006 LLC,  
RUSPHA 2007 LLC,  
RUPSHA 2008 LLC,  
RUPSHA 2011 LLC,  
RUPSHA 2012 INC.,  
RUPSHA 2013 INC.,

Defendants.

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Case No.: 2021 CA 001100B

Judge: William M. Jackson

**CONSENT JUDGMENT AND ORDER**

**PRELIMINARY STATEMENT**

1. Plaintiff, the District of Columbia (District), by the Office of the Attorney General, filed a Complaint against Defendant Mohammad Y. Sikder and the businesses under his control (collectively, “Defendants”) for violations of the District’s Lead-Hazard Prevention and Elimination Act, Consumer Protection Procedures Act, and Water Pollution Control Act when constructing and renovating residential houses for sale.

2. The Defendants deny the District’s allegations but agree to enter into this Consent Order and Judgment.

3. The District and Defendants stipulate to the entry of this Consent Judgment and Order (“Consent Order”) to resolve all matters in dispute in this action.

### **PARTIES AND JURISDICTION**

4. The District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented in this enforcement action by 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 § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the Lead-Hazard Prevention and Elimination Act (LHPEA), the Consumer Protection Procedures Act (CPPA), and the Water Pollution Control Act (WPCA). *See* D.C. Code § 8-231.15(e); D.C. Code § 28-3909; D.C. Code § 8-103.08(b); D.C. Code § 8-103.16(e).

5. Defendant Mohammad Y. Sikder (“Sikder”) is the owner and managing member of several corporate entities that also own residential real estate or perform renovation on residential real estate.

6. Rupsha 2006 LLC, Rupsha 2007 LLC, Rupsha 2008 LLC, Rupsha 2011 LLC, Rupsha 2012 Inc., Rupsha 2013 Inc., District-Properties.com, Inc., and 52nd St. Development Inc. (collectively, “the corporate entities”), own, renovate, sell, maintain, manage, and rent residential homes in the District.

7. The Court has jurisdiction over this matter.

## ALLEGATIONS

8. The District's Complaint alleges that District-Properties.com LLC, of which Sikder is the sole and managing partner, performed or oversaw the construction and renovations at properties owned by Sikder and the corporate entities.

9. The District's Complaint alleges that Sikder has held himself out as exercising authority over the corporate entities, under which he is or was a managing member. At all relevant times, Sikder had knowledge and control of the day-to-day work and operations of the corporate entities.

10. The District's Complaint alleges that Defendants violated the LHPEA and its implementing regulations, including failing to 1) ensure each of its employees and subcontractors who conduct renovations is a certified renovator, 2) obtain necessary lead-based paint renovation permits, 3) adhere to lead-safe procedures, including following the federal renovation, repair, and painting rules, to prevent unacceptable risk to workers and current or future dwelling occupants, and 4) disclose to the purchasers of dwelling units sold by Defendants, information reasonably known to the Defendants about the presence of lead-based paint and lead-based paint hazards.

11. The District's Complaint alleges that Defendants failure to disclose to the purchasers of dwelling units sold by Defendants information reasonably known to the Defendants about the presence of lead-based paint and lead-based paint hazards also constitutes violations under the CPPA.

12. The District's Complaint alleges that Defendants violated the WPCA and its implementing regulations pertaining to soil erosion and sediment control, when Defendants construction site discharged soil and sediment that entered or threatened to enter District waters.

### INJUNCTION

13. LHPEA Licensure and Certification. Defendants or any future corporate entity for which Sikder has ownership or control, shall ensure that they, their employees, or contractors working for them, who are performing renovations on residential property built before 1978, are licensed and certified in accordance with the LHPEA.

14. LHPEA and Related Disclosures. When selling or leasing residential property in the District of Columbia, Defendants or any future corporate entity for which Sikder has ownership or control shall provide accurate and truthful information when making statements or disclosures to prospective and actual home purchasers, tenants, or District employees and officials, regarding the year homes were built and the presence or presumed presence of lead-based paint.

15. Compliance with District construction, renovation, and environmental law. Defendants or any future corporate entity for which Sikder has ownership or control shall ensure compliance with all District laws and regulations pertaining to construction, renovation, and the environment, the latter of which includes but is not limited to the LHPEA, the WPCA, D.C. Code § 8-103.01 *et seq.*, and the WPCA's implementing regulations on soil erosion and sediment control. 21 DCMR §§ 540-547.

## **PAYMENT TO THE DISTRICT**

16. Civil Penalty. Defendants shall pay to the District a \$400,000 civil penalty according to the following schedule: (1) \$100,000 within five (5) days after entry of this Consent Order; (2) \$50,000 within thirty (30) days after entry of this Consent Order; (3) \$50,000 within sixty (60) days after entry of this Consent Order; (4) \$50,000 within ninety (90) days after entry of this Consent Order; (5) \$50,000 within one hundred twenty (120) days after entry of this Consent Order; (6) \$50,000 within one hundred fifty (150) days after entry of this Consent Order; and (7) \$50,000 within one hundred eighty (180) days after entry of this Consent Order. Payment of the civil penalty, and any applicable stipulated penalties as set forth in Paragraph 18, shall be made by ACH wire transfer consistent with instruction to be provided by the District at the time of the execution of this Consent Order.

17. Acceleration Clause. If any civil penalty payment and applicable stipulated penalty is not paid when due, any remaining civil penalty payment shall be due and paid to the District within five (5) days of the District's notice to the Defendants that they have failed to make payment when due.

18. Stipulated Penalties. If the Defendants fail to comply with the terms, conditions, or obligations of this Consent Order, Defendants shall be liable for stipulated penalties as set forth in this Paragraph. A violation of this Consent Order includes failing to perform any obligation required by the terms of this Consent Order. For failure to meet each obligation, Defendants shall pay stipulated penalties as set forth in the following table:

Term or Condition	Non-Compliance Event	Stipulated Penalty
Par. 13	Failure to be adequately licensed and certified in accordance with the LHPEA.	\$500/day for Days 1-30 for each violation; \$1000/day for any day beyond Days 1-30 for each violation.
Par. 14	Failure to adhere to the LHPEA's disclosure requirements or making other inaccurate disclosures.	\$500 for each failure to properly disclose; \$1000/day for each failure to properly disclose for any day beyond the third (3rd) day after receipt of the District's demand for stipulated penalties.
Par. 15	Failure to comply with the District's construction, renovation, or environmental laws.	\$500/day Days 1-30 for each violation; \$1000/day for each violation any day beyond Days 1-30.
Par. 16-18	Failure to pay civil penalties or stipulated penalties when due.	\$500/day.

The Defendants shall pay any stipulated penalty within fifteen (15) days after receipt of written demand by the District to Defendants for such penalties. Method of payment shall be in accordance with Paragraph 16. The District may, in its unreviewable exercise of discretion, reduce or waive stipulated penalties otherwise due under the Consent Order.

19. Expiration of Stipulated Penalties. Absent a showing of good cause by the District, the Stipulated Penalty provision in Paragraph 18 shall automatically expire and terminate sixty (60) months after the Court's entry of this Consent Order.

20. Compliance Obligations. This Consent Order is not a permit, a modification of a permit, or authorization to operate any regulated business under any federal or District law or regulation. The Defendants remain responsible for achieving and maintaining compliance with applicable federal and District laws, regulations and permits. Nothing in this Consent Order shall be construed to preclude the District from enforcing new violations of any law.

### **GENERAL PROVISIONS**

21. Modification. The Parties may apply to the Court to modify this Consent Order by agreement at any time. All non-material modifications, such as a change to the person or persons to receive notice under this Consent Order, may be made by written agreement of the Parties.

22. The Court's Jurisdiction. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order, for the purpose of resolving disputes under this Order, and for the purpose of granting such additional relief as may be necessary and appropriate.

23. Execution. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

24. Notice. All notices sent pursuant to this Consent Order shall be provided to the following e-mail address, unless a different address is specified in writing by the party changing such address:

To the District of Columbia

Wesley Rosenfeld  
Assistant Attorney General  
Office of the Attorney General  
400 Sixth Street, N.W.  
Washington, D.C. 20001  
wesley.rosenfeld1@dc.gov

To the Defendants

District Properties,com, Inc.  
5415 Connecticut Ave NW #L25  
Washington DC 20015  
Att'n: Mohammad Sikder  
[sikder@district-properties.com](mailto:sikder@district-properties.com)

with a copy to:

Thomas Bridenbaugh  
Parker Poe Adams & Bernstein, LLP  
1400 K Street, NW  
Suite 1000  
Washington, DC 20005  
[tombridenbaugh@parkerpoe.com](mailto:tombridenbaugh@parkerpoe.com)

25. Severability. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

26. Resolution and Release of Civil Claims. Upon full payment of the civil penalties referred to in Paragraphs 16 through 17, the District agrees to resolve and



release Defendants from all claims that the Attorney General asserted or could have asserted pursuant to the LHPEA's provisions and its implementing regulations found at D.C. Code § 8-231.04, D.C. Code § 8-231.10, D.C. Code § 8-231.11, and 20 DCMR § 3310 or any prior related rules, regulations or orders implementing LHPEA, the CPPA's provisions found at D.C. Code § 28-3904, and the WPCA's provisions and its implementing regulations found at D.C. Code § 8-103.02 and 21 DCMR §§ 540-547, based on the facts alleged in the Complaint or of which OAG could reasonably have been aware in light of its investigation leading up to the filing of the Complaint.

**For Plaintiff District of Columbia**


KARL A. RACINE  
Attorney General for the District of Columbia

KATHLEEN KONOPKA  
Deputy Attorney General  
Public Advocacy Division

/s/ Jennifer L. Berger  
JENNIFER L. BERGER [#490809]  
Chief, Social Justice Section

/s/ Wesley Rosenfeld  
WESLEY ROSENFELD [#1002428]  
Assistant Attorney General  
400 6th Street., NW  
Washington, D.C. 20001

**For Defendants**

  
Mohammad Y. Sikder  
5415 Connecticut Ave NW #L25  
Washington DC 20015

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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Date

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Judge William M. Jackson