

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION

DISTRICT OF COLUMBIA,

*Plaintiff,*

v.

16TH ST. HEIGHTS ELIJAH LLC,

*Defendant.*

Civil Action No. 2021 CA 002139 B  
Judge Jose M. Lopez

**Emergency Hearing Requested**

**THE DISTRICT OF COLUMBIA’S OPPOSED MOTION FOR AN *EX PARTE***  
**TEMPORARY RESTRAINING ORDER**

1. Plaintiff the District of Columbia (the “District”), by and through the Office of Attorney General, brought this civil enforcement action against Defendant 16th St. Heights Elijah LLC for violations of the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901–28-3913, on the basis of Defendant’s unlawful and deceptive misrepresentations and omissions regarding the safety and security of the apartment buildings located at 1450 Somerset Place NW, Washington, D.C. 20011 and 1451 Sheridan Street NW, Washington, D.C. 20011 (the “Properties”).

2. Pursuant to Superior Court Civil Rule 65(b) and the CPPA, D.C. Code § 28-3909, the District moves this Court for entry of an *ex parte* temporary restraining order compelling Defendant to: (1) hire at least one special police officer or off-duty Metropolitan Police Department (“MPD”) officer to patrol the Properties at all non-daylight hours until the expiration of the

temporary restraining order; (2) install security cameras at the building entrances and in all common areas of the Properties; (3) install lighting sufficient to illuminate the building entrances, and all common areas, of the Properties; (4) change all locks to the building entrances of the Properties, as well as at the entrance to each individual apartment unit, and distribute new keys to current tenants; and (5) collect all keys to the Properties (entrance keys and individual apartment unit keys) from former tenants upon their vacating the premises.

3. These emergency measures are needed to stop a flurry of recent criminal activity at the property, which is the direct result of Defendant's failure to take adequate security measures in violation of the CPPA.

4. Where the District seeks to exercise its express authority to enjoin violations of the law, the District need only prove the following to warrant issuance of a temporary restraining order: (1) the District is substantially likely to succeed on the merits; (2) the balance of hardships tips in the District's favor; and (3) the public interest favors granting the injunctive relief. *See District of Columbia v. Town Sports International, LLC*, Case No. 2020 CA 003691 B, at \*8 (D.C. Sup. Ct. Oct. 8, 2020) (CPPA enforcement case); *see also F.T.C. v. Consumer Defense, LLC*, 926 F.3d 1208, 1212-14 (9th Cir. 2019) (upholding preliminary injunction for the government because irreparable harm was correctly presumed in action alleging deceptive representations and material misrepresentations in violation of consumer protection laws); *F.T.C. v. Mallett*, 818 F. Supp. 2d 142, 146 (D.D.C. 2011) (collecting cases). This abbreviated test is especially appropriate here, as the CPPA expressly authorizes the District to seek injunctive relief.

5. The District is substantially likely to succeed on the merits of its claims because the evidence clearly demonstrates Defendant's repeated, continuous, and ongoing failures to

implement reasonable security measures, and respond appropriately to criminal activity, at the Properties, in violation of the CPPA, Housing Code, and Property Maintenance Code.

6. The balance of equities also clearly favors granting a temporary restraining order here. The District has a significant interest in protecting the health and safety of its residents by ensuring that landlords provide safe and secure housing to their tenants. In contrast, Defendant cannot claim any hardship in being required to comply with District law in its operation and rental of residential housing.

7. The public interest favors the entry of a temporary restraining order because it will prevent Defendant from further endangering the safety and welfare of District residents by exposing tenants to serious security failures.

8. The District need not establish irreparable harm to justify preliminary relief, as noted above. However, such harm is likely to arise absent the requested relief. As the incidents in recent months have shown, tenants will continue to be victims of violent crime and live in constant fear for their safety if the requested security measures are not put into place.

9. In support of this Motion, the District submits the attached Memorandum of Points and Authorities, as well as the Declarations of Ashley Norman, Althea Geletka, and the exhibits attached thereto. The District requests that the Court enter the attached proposed Order on an *ex parte* basis.

Date: June 28, 2021

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  
JENNIFER L. BERGER [Bar No. 490809]  
Chief, Social Justice Section  
Public Advocacy Division  
400 6th Street NW, 10th Floor  
Washington, D.C. 20001  
(Cell) (202) 531-2917  
Jennifer.Berger@dc.gov

/s/ Adam R. Teitelbaum  
ADAM R. TEITELBAUM [Bar No. 1015715]  
Senior Trial Counsel  
Public Advocacy Division  
400 6th Street NW, 10th Floor  
Washington, D.C. 20001  
(Cell) (202) 256-3713  
Adam.Teitelbaum@dc.gov

*Attorneys for the District of Columbia*

**RULE 12-I STATEMENT**

The undersigned certifies that on June 25, 2021, prior to filing this Motion, the District contacted Defendant, by email to Defendant's beneficial owner, to inquire whether Defendant consents to the relief sought by the District. The District did not receive a response.

/s/ Adam R. Teitelbaum  
ADAM R. TEITELBAUM [Bar No. 1015715]  
Senior Trial Counsel  
Public Advocacy Division

**CERTIFICATE OF SERVICE**

The undersigned certifies that on June 28, 2021, a true and correct copy of the Motion for Temporary Restraining Order in *District v. 16th St. Heights Elijah LLC*, and the supporting Memorandum of Points and Authorities and evidence, was caused to be served on Defendant by both email and by certified mail to the following addresses:

8812 Reading Rd.  
Silver Spring, MD 20901

And

Kass Legal Group, PLLC  
Registered Agent  
4301 Connecticut Ave. NW  
Suite 434  
Washington, DC 20008

/s/ Adam R. Teitelbaum  
ADAM R. TEITELBAUM [Bar No. 1015715]  
Senior Trial Counsel  
Public Advocacy Division

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

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**16TH ST. HEIGHTS ELIJAH LLC,**

*Defendant.*

Civil Action No. 2021 CA 002139 B  
Judge Jose M. Lopez

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE DISTRICT  
OF COLUMBIA’S OPPOSED MOTION FOR *EX PARTE* TEMPORARY  
RESTRAINING ORDER**

**INTRODUCTION**

Plaintiff the District of Columbia (the “District”), by and through the Office of Attorney General, moves for entry of an *ex parte* temporary restraining order pursuant to the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901–28-3913, requiring Defendant 16th St. Heights Elijah LLC to implement emergency security measures to remedy unsafe conditions at Defendant’s properties located at 1450 Somerset Place NW, Washington, D.C. 20011 and 1451 Sheridan Street NW, Washington, D.C. 20011 (collectively, the “Properties”). This preliminary relief is needed to stem a flurry of criminal activity at the Properties in recent months—much of it violent—including an armed robbery (at gunpoint), assaults, and multiple forced entries (including one while a tenant was getting dressed). These incidents are the direct result of Defendant’s failure, despite repeated tenant and community pleas, to put in place basic security measures at the premises, including securing entry doors and ensuring non-tenants do not have working keys to the building and its apartments.

As set forth below, the District is likely to prevail on the merits of its CPPA claims given Defendant’s misrepresentations, omissions, and violations of the D.C. Housing Code and Property Maintenance Code. Additionally, the balance of equities and the public interest—namely, ensuring the safety of District residents—favor a temporary restraining order here. And although irreparable harm is presumed in a government enforcement action such as this one, District residents will nonetheless be irreparably harmed by the lack of basic security measures at the Properties, including by being victimized from repeated criminal activity. For these reasons, as detailed more fully below, this Court should grant the District’s motion and enter an *ex parte* temporary restraining order requiring Defendant to:

(1) hire at least one special police officer or off-duty MPD officer to patrol the Properties at all non-daylight hours until the expiration of the temporary restraining order;

(2) install security cameras at the building entrances, and in all common areas, of the Properties;

(3) install lighting sufficient to illuminate the building entrances, and all common areas, of the Properties;

(4) change all locks to the building entrances of the Properties, as well as at the entrance to each individual apartment unit, and distribute new keys to current tenants; and

(5) collect all keys to the Properties (entrance keys and individual apartment unit keys) from former tenants upon their vacating the premises.

## **BACKGROUND**

Defendant 16th St. Heights Elijah LLC owns and operates several rent-controlled properties, including two three-story, multi-unit residential apartment buildings located in the Brightwood neighborhood of Washington, D.C.—one located at 1450 Somerset Place NW, Washington, D.C. 20011 (the “Somerset Apartments”), and another that directly abuts the

Somerset Apartments, located at 1451 Sheridan Street NW, Washington, D.C. 20011 (the “Sheridan Apartments”). *See* Declaration of Ashley Norman (“Norman Decl.”) ¶ 8 & Ex. 1 at 17-19, Ex. 2 at 15-17. The Properties collectively house 59 rent-controlled apartment units—30 at the Somerset Apartments, and 29 at the Sheridan Apartments. *See id.*, Ex. 1 at 19, Ex. 2 at 17.

Defendant has failed to implement basic security measures to protect the safety of its tenants and has failed to respond to a flurry of assaults, robberies, and break-ins resulting from the absence of those measures.

*First*, non-tenants can enter both the Somerset Apartments and the Sheridan Apartments freely. The front, back, and side entrances of the Properties have simple key locks, which break regularly. The locks sometimes do not lock at all, and often there are broken keys or even pennies stuck in the keyholes. Declaration of Althea Geletka (“Geletka Decl.”) ¶¶ 7, 9-15. And even when the locks are functional, the doors are often propped open, allowing free access into the buildings. *Id.* ¶¶ 7, 9. On June 21, 2021, a District investigator conducting a site visit of the Properties was able to gain access to both the Somerset Apartments and the Sheridan Apartments because each building had an entrance door unlocked or propped open. Norman Decl. ¶¶ 7, 9 & Exs. 4, 6. Equally troubling, Defendant neither regularly collects keys from former tenants upon their vacating the premises, nor regularly changes the locks of individual apartment units between tenancies—resulting in former tenants retaining key access both to the buildings and to subsequent tenants’ private apartments. Geletka Decl. ¶¶ 7, 9-14. Indeed, a tenant who moved out of the Somerset Apartments in February 2021 (largely because of security issues) reports that he was not asked by management to return his keys to the building or his unit after moving out (though he did so voluntarily). *Id.* ¶ 15.



*Second*, Defendant has taken no action to abate the poor visibility at the Properties. There is poor lighting in and around the building entrances and in indoor common spaces, *id.* ¶¶ 7, 12, with several of the building entrances lacking working external lights, and with a large, unlit grassy area with minimal visibility at night, Norman Decl. ¶¶ 10-12 & Exs. 7-9. In addition, there are no security cameras in or around the buildings to capture and deter criminal activity. *Id.* ¶¶ 6, 8, 13 & Exs. 3, 5; *see* Geletka Decl. ¶¶ 7-9. These lighting and security issues compound the risks to tenants as they enter and exit the Properties and visit the Properties' shared spaces.

These conditions have led to a series of major security incidents, including violent crime, at the Properties in recent months. For example, in February 2021, a man with a stocking over his head attempted to enter one of the Somerset Apartments' ground floor units in the early morning hours by using a knife to slice through the exterior window screen—all while a female tenant was dressing. Geletka Decl. ¶ 8 & Ex. B. The intruder fled only after the tenant's husband began striking the intruder's hands with a stick. *Id.* ¶ 8. There was a similar attempted break-in to one of the ground floor units of the Sheridan Apartments that same month, in which an intruder cut open the screen to the window of the unit. *Id.* ¶ 14. Moreover, in January 2021, there was an attempted robbery—at gunpoint—in the laundry room of the Somerset Apartments. *Id.*, Ex. A. And in 2020, an intruder entered the Somerset Apartments through the laundry room window and attacked a tenant who confronted the intruder. *Id.* ¶ 15. Tenants at the Properties have reported other break-ins and robberies at the premises, as well as the regular presence of non-tenants—many suspected to be homeless—in common areas of the buildings, such as the laundry room. *Id.* ¶¶ 7, 10-11, 14-15.

Defendant was made well-aware of these security issues, as tenants have repeatedly asked Defendant to take basic measures to secure their safety, including by installing cameras and better

lighting, and by fixing locks. *Id.* ¶¶ 7-9, 11-14. Indeed, on March 17, 2021 Ward 4 Councilmember Janeese Lewis George mailed a letter to the beneficial owner of Defendant, which stated, in part:

There have been serious safety breaches in recent weeks [at the Properties], including several armed break-ins over the last few weeks. A few weeks ago a tenant was held at gunpoint and mugged inside the building. Residents report that contractors and prior tenants have key access to the front door and even individual units within the building. Installing security bars on first-floor windows, appropriate lighting, and other safety measures are needed to ensure the safety of your tenants.

*Id.*, Ex. C at 1.

Despite receiving ongoing notice of these significant security concerns, Defendant has failed to respond or address the need for appropriate security measures to protect its tenants. *Id.* ¶¶ 7, 9-10, 12, 13-14. Because of Defendant's failure to address these serious security incidents, tenants of the Properties live in constant fear for their personal safety. *Id.* ¶¶ 8-15. They often are forced to take unreasonable measures to protect themselves—for example, by having family members or other tenants meet them at the building entrances or monitor them as they leave or enter the buildings, and by sitting in their cars and delaying entering the buildings when suspicious individuals are near the entrances. *Id.* ¶¶ 8, 11-13. Many of these tenants have low incomes and lack the means to move to a safer property. *Id.* ¶¶ 8-9. Other tenants have moved out altogether. *Id.* ¶ 15.

Defendant did not inform its tenants at the time they entered their leases that the Properties would lack basic security measures. *Id.* ¶¶ 8-9, 11-15. To the contrary, Defendant implicitly represented to tenants every time it entered or renewed leases, and accepted rent monthly from tenants, that the premises would be safe and habitable and would be maintained in accordance with D.C. law.

## LEGAL STANDARD

The same standards apply for both temporary restraining orders and preliminary injunctions. *See Hall v. Johnson*, 599 F. Supp. 2d 1, 3 n.2 (D.D.C. 2009) (citing *Experience Works, Inc. v. Chao*, 267 F. Supp. 2d 93, 96 (D.D.C.2003)); *see also Morgan Stanley DW Inc. v. Rothe*, 150 F. Supp. 2d 67, 72 (D.D.C. 2001). When the District seeks preliminary relief under an express statutory grant of enforcement authority like the CPPA, the Court presumes irreparable harm and applies an abbreviated test that looks to whether: (1) the District is substantially likely to succeed on the merits; (2) the balance of hardships tips in the District’s favor; and (3) the public interest favors granting the injunctive relief. *See District of Columbia v. Town Sports Int’l, LLC*, Case No. 2020 CA 003691 B, at \*8 (D.C. Sup. Ct. Oct. 8, 2020) (granting preliminary injunction in CPPA enforcement case) (attached as Ex. 11); *see also F.T.C. v. Consumer Defense, LLC*, 926 F.3d 1208, 1212-14 (9th Cir. 2019) (upholding preliminary injunction for the government because irreparable harm was correctly presumed in action alleging deceptive representations and material misrepresentations in violation of consumer protection laws); *F.T.C. v. Mallett*, 818 F. Supp. 2d 142, 146 (D.D.C. 2011) (collecting cases).<sup>1</sup>

Additionally, in the context of a motion for preliminary relief, the Court may consider evidence that may not be admissible under the evidentiary rules applicable at trial. *See In re Estate of Reilly*, 933 A.2d 830, 839 n.5 (D.C. 2007) (courts considering motions for preliminary injunction “need not apply the procedural rigor that the trial court would to each piece of evidence

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<sup>1</sup> As set out further below, the District would satisfy even the traditional four-part test for a preliminary injunction used in non-enforcement contexts: (1) whether there is a substantial likelihood the movant will prevail on the merits; (2) whether the movant is in danger of suffering irreparable harm during the pendency of the action absent injunctive relief; (3) whether the movant will suffer greater harm than the non-moving party if the relief is not granted; and (4) whether the public interest favors granting preliminary relief. *Feaster v. Vance*, 832 A.2d 1277, 1287-88 (D.C. 2003) (citing *District of Columbia v. Grp. Ins. Admin.*, 633 A.2d 2, 21 (D.C. 1993)).

as presented at trial”); *cf.* Super. Ct. Civ. R. 65(a)(2) (contemplating that not all “evidence received on” a motion for preliminary injunction may be “admissible at trial”). Accordingly, “hearsay materials and evidence other than live testimony are properly considered by the Court in preliminary injunction proceedings.” *Commodity Futures Trading Comm’n v. Am. Metal Exchange Corp.*, 693 F.Supp. 168, 173 (D.N.J. 1988) (collecting cases). The “dispositive question” is not whether a particular document or piece of evidence would be admissible at trial, “but whether, weighing all the attendant factors, including the need for expedition, this type of evidence was appropriate given the character and objectives of the injunctive proceeding.” *Asseo v. Pan Am. Grain Co., Inc.*, 805 F.2d 23, 26 (1st Cir. 1986).

## **ARGUMENT**

Ample evidence demonstrates the need for the requested *ex parte* temporary restraining order against Defendant in this case. The District is likely to succeed on the merits of its claims, and the equities are in the public interest’s favor. This immediate relief is also necessary to ensure the safety of Defendant’s tenants and protect them from being victimized by further violent criminal activity.

### **I. The District is Substantially Likely to Succeed on the Merits of Its Claims.**

The District is exceedingly likely to succeed on its claims, as Defendant’s failure to implement basic security measures at the Properties, along with its refusal to respond appropriately to numerous violent crimes on the premises, violated the CPPA in multiple respects, as set out in the two Counts of the District’s Complaint.

*First*, as set out in Count I of the District’s Complaint, Defendant made a series of implicit false representations and deceptive material omissions in violation of CPPA.<sup>2</sup> By offering leases to and collecting rent from tenants, Defendant implicitly represented that the Properties were safe, secure, habitable, and would be maintained in compliance with applicable laws and regulations, including the District’s Housing Code, 14 D.C.M.R. § 400 *et seq.*, and Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.* Indeed, those representations were made to tenants as a matter of law through the warranty of habitability codified into every lease: “There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with [the D.C. Housing Code].” 14 DCMR § 301.1; *see Javins v. First Nat. Realty Corp.*, 428 F.2d 1071, 1072-73 (D.C. Cir. 1970); *see also George Washington Univ. v. Weintraub*, 458 A.2d 43, 47 (D.C. 1983).

These implicit representations were false and misleading because Defendant has failed to maintain basic safety and security measures at the Properties and has failed to abate and appropriately respond to violent criminal activity at the Properties. Defendant did not inform tenants of these safety issues and violations at the time they entered into their leases, and many (if not all) tenants would not have moved into the premises had they been aware of the existence and

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<sup>2</sup> Count I of the District Complaint alleges that Defendant’s failure to maintain basic security measures violated the CPPA by:

- (a) represent[ing] that goods or services have a source, sponsorship, approval, certification, or connection that they do not have;
- ...
- (d) represent[ing] that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;
- (e) misrepresent[ing] as to a material fact which has a tendency to mislead; [or]
- (f) fail[ing] to state a material fact if such failure tends to mislead[.]

D.C. Code § 28-3904.

severity of these issues.<sup>3</sup> Geletka Decl. ¶¶ 8-9, 11-15; *see also Saucier v. Countrywide Home Loans*, 64 A.3d 428, 442 (D.C. 2013) (A misrepresentation is “material” where “a significant number of unsophisticated consumers would find that information important in determining a course of action.” (citation and quotation marks omitted)).

*Second*, as set out in Count II of the District’s Complaint, many of Defendant’s Housing Code violations trigger liability under the CPPA, under which the violation of “any provision of title 16 of the District of Columbia Municipal Regulations” is automatically a CPPA violation. D.C. Code § 28-3904(dd); *see also District of Columbia v. Jefferson-11th Street, LLC*, Case No. 2017 CA2 2837, at \*58-59 (D.C. Sup. Ct. Sept. 19, 2019) (oral ruling that “violations of the housing code,” including “broken windows and doors” threatening the security of the premises, constitute CPPA violations) (relevant excerpts attached as Ex. 12). Defendant has violated Title 16 by, at a minimum:

- Failing to abate unsecure, unsafe, and uninhabitable premises that have become a hotbed of crime, thus “creat[ing] a danger to the health, welfare or safety of the occupants, public and/or constitut[ing] a public nuisance.” 16 DCMR § 3305.3(II) (incorporating by reference violations of 14 DCMR § 800.9);
- Failing to provide tenants with adequate locks and keys for their units, and instead allowing former tenants to access those units by failing to collect keys and/or change locks at the time tenants vacate the premises. *See* 16 DCMR § 3305.4(i) (incorporating by reference violations of 14 DCMR § 607.2, under which landlords shall “provide to each tenant . . . an adequate lock and key for each door used, or capable of being used,

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<sup>3</sup> Other tenants have moved out because of these issues. Geletka Decl. ¶ 15.

as an entrance to or egress from the habitation, and shall keep each lock in good repair”);

- Failing to maintain secure, functional locks at the entrances to the Properties’ buildings, failing to collect entrance keys from former tenants when they vacate the premises, and failing to abate the tampering with locks at those entrances, thus permitting easy access to the buildings by non-tenants. *See* 16 DCMR § 3305.4(r) (incorporating by reference violations of 14 DCMR § 705.5, which requires all exterior doors to “be equipped with a lock which . . . will prevent entrance to the multi-unit dwelling without a key unless the door is opened from the inside, electrically or otherwise, by one (1) of the tenants or by an employee of the building owner”); and
- Failing to maintain adequate lighting in common areas of the Properties. *See* 16 DCMR § 3305.3(s) (incorporating by reference violations of 14 DCMR § 505.2, which requires “artificial illumination of stairs and hallways . . . to provide illumination from sunset to sunrise and at other times when daylight does not provide illumination”).

Any one of these CPPA violations independently establishes a substantial likelihood of success on the merits; together, they make Defendant’s liability abundantly clear.

## **II. The Balance of Harms Supports the District’s Requested Relief.**

The balance of the harms also clearly favors the temporary restraining order sought by the District.

The District has a significant interest in protecting the safety and well-being of its residents. Defendant’s tenants have and continue to endure ongoing threats to their safety because Defendant has failed to implement basic security measures at the premises, such as working locks, policies that ensure strangers cannot enter the buildings, and adequate lighting. Compounding matters,

Defendant has further threatened the safety of its residents by refusing to respond adequately to repeated violent incidents at the Properties, effectively inviting further criminal activity.

In contrast, Defendant cannot claim any legitimate hardship from the requested relief, as it is already required by law to maintain the Properties in a safe and habitable condition in accordance with existing law. See *United States v. Daniel Chapter One*, 793 F. Supp. 2d 157, 163 (D.D.C. 2011) (“[T]here is no hardship to [defendants] in requiring them merely to follow the law . . . .” (quoting *F.T.C. v. City W. Advantage, Inc.*, No. 2:08-CV-00609, 2008 WL 2844696, at \*6 (D. Nev. July 22, 2008))). The requested security measures—the temporary hiring of security forces to deter and respond to security incidents, the installation of cameras and lighting, and the implementation of new locks and policies to ensure non-tenants cannot enter the buildings—are all reasonable, common-sense solutions to serious security issues that should already be in place.

### **III. The Public Interest Weighs Strongly in the District’s Favor.**

Where the government demonstrates a likelihood of success of the merits, the court may “presume . . . that the public interest will be served by interim relief.” *Mallett*, 818 F. Supp. 2d at 149 (quoting *FTC v. Weyerhaeuser Co.*, 665 F.2d 1072, 1082 (D.C.Cir.1981)). As noted above, the District has a strong interest in ensuring the safety and security of its residents. The public interest clearly favors safe and habitable housing that allows District tenants to live without being constantly in fear of their safety and well-being. This is especially the case here, where many of the tenants of Defendant’s rent-controlled Properties have low incomes and thus have limited means to move to safer housing options. A temporary restraining order would further the public’s health and safety interests by allowing the District to enforce its laws and ensuring that housing providers maintain their properties in secure, habitable condition.



#### **IV. The Proposed *Ex Parte* Relief is Necessary and Appropriate.**

The proposed TRO should be entered *ex parte* because of the immediate threat to the safety and well-being of District tenants.

The Court may issue a temporary restraining order *ex parte* where:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the court finds that the movant has made reasonable efforts under the circumstances to furnish to the adverse party or its attorney, at the earliest practicable time prior to the hearing on the motion for such order, actual notice of the hearing and copies of all pleadings and other papers filed in the action or to be presented to the court at the hearing.

Super. Ct. Civ. R. 65(b)(1).

An *ex parte* TRO is also appropriate because Defendant has been on notice from both its tenants and the Council of these security issues and has failed to provide basic security measures. Moreover, immediate and irreparable harm is readily apparent here. As the recent series of security incidents makes clear, absent the requested relief, Defendant's tenants will continue to become the victims of violent crime and will be forced to live in a state of fear on unsafe and uninhabitable premises. Such physical and emotional harm is inherently irreparable. Immediate action is therefore necessary. Furthermore, the District provided Defendant notice of its intent to file a complaint and motion for temporary restraining order on June 25, 2021, and further provided copies of the Complaint and motion to Defendant on June 28, 2021.<sup>4</sup>

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<sup>4</sup> Upon learning of the gravity and frequency of the recent violent criminal activities at these Properties, the District moved swiftly to file the present complaint and motion focused on Defendant's security practices. The District is continuing to investigate an array of other allegations regarding the habitability of the Properties, including potential claims under the Tenant Receivership Act, D.C. Code § 42-3651.01 *et seq.*

**CONCLUSION**

For the foregoing reasons, the District’s Motion for an *ex parte* temporary restraining order should be granted.

Date: June 28, 2021

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*  
\_\_\_\_\_  
JENNIFER L. BERGER [Bar No. 490809]  
Chief, Social Justice Section  
Public Advocacy Division  
400 6th Street NW, 10th Floor  
Washington, D.C. 20001  
(Cell) (202) 531-2917  
Jennifer.Berger@dc.gov

*/s/ Adam R. Teitelbaum*  
\_\_\_\_\_  
ADAM R. TEITELBAUM [Bar No. 1015715]  
Senior Trial Counsel  
Public Advocacy Division  
400 6th Street NW, 10th Floor  
Washington, D.C. 20001  
(Cell) (202) 256-3713  
Adam.Teitelbaum@dc.gov

*Attorneys for the District of Columbia*