

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

DISTRICT OF COLUMBIA,  Plaintiff,  v.  JEFFERSON-11TH STREET, LLC, <i>et al.</i>  Defendants.	2017 CA 002837 2 Consolidated with 2016 CA 008084 B
ANA ASCENCIO, <i>et al.</i> ,  Plaintiffs,  v.  JEFFERSON-11TH STREET, LLC, <i>et al.</i>  Defendants.	2016 CA 008084 B

**JUDGMENT AND INJUNCTIVE ORDER**

This case concerns the unlawful practices of Defendants Jefferson-11th Street, LLC, SCF Management, LLC, Ellis J. Parker, and Stanley C. Ford Sr. (collectively, “Defendants”) in connection with their ownership and management of the residential apartment building located at 2724 11th Street NW, Washington, D.C. (the “Property”). Defendants misrepresented to their tenants, many of whom have low income, that they would provide habitable apartments free of housing code violations, mold, and other serious conditions that threaten their health and safety.

On April 24, 2017, the Plaintiff District of Columbia filed its Petition for Appointment of Receiver and Complaint for Permanent Injunction and Other Equitable Relief in this matter alleging that Defendants (1) made deceptive statements and material omissions in violation of the Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.*, when offering rental housing accommodations and (2) violated Title 16 of the DCMR by failing to abate

numerous housing code violations and other serious conditions, which also violate the CPPA, D.C. Code § 28-3904(dd). On September 19, 2019, this Court granted the District's Motion for Summary Judgment as to Liability for Violations of the Consumer Protection Procedures Act, finding all Defendants liable for violations of the CPPA.

**THEREFORE, IT IS ORDERED** as follows:

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Court incorporates the Facts and Evidence Supporting Entry of Final Judgment in the District's Motion for Entry of Judgment, including its attached exhibits.
3. The Court incorporates its finding of facts in its September 19, 2019 oral ruling granting the District's Motion for Summary Judgment as to Liability for Violations of the Consumer Protection Procedures Act.
4. Based on the record and Defendants' past conduct, the Court finds there is some cognizable danger that Defendants will violate the CPPA in the future through the offer and sale of goods and services to District consumers.
5. Based on the record, Defendants continued to charge full rent to tenants while failing to abate serious housing conditions at the Property for several years. As a result, Defendants properly owe restitution as set out below for failure to maintain the Property in habitable condition.
6. Based on these findings of facts and conclusions of law, as well as the findings of fact and conclusions of law set forth in the Court's oral ruling on August 26, 2021, the Court finds that permanent injunctive relief, restitution, civil penalties, and payment of costs and attorneys' fees are appropriate as authorized under § 28-3909 of the CPPA.
7. For purposes of this Judgment and Injunctive Order, the District's housing laws

shall mean housing in compliance with the D.C. Housing Code (1 through 16 of Title 14 of the District of Columbia Municipal Regulations or Titles 12A-12L of the District of Columbia Municipal Regulations), the D.C. indoor mold law (D.C. Code §§ 8-241.01-241.09), and regulations (20 DCMR §§3200-3299).

## I.

### APPLICATION

A. The provisions of this Judgment and Order shall apply to Defendant Jefferson-11th Street, LLC and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly-owned subsidiaries, and all other persons acting in concert with Jefferson-11th Street, LLC now and in the future.

B. The provisions of this Judgment and Order shall apply to Defendant Ellis J. Parker (“Parker”), and his agents, employees and assigns, and any partnership, corporation or entity in which he, currently or in the future, has an ownership interest, has authority to control, or has the authority to establish policy.

C. The provisions of this Judgment and Order shall apply to Defendant SCF Management, LLC and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly-owned subsidiaries, and all other persons acting in concert with SCF Management, LLC now and in the future.

D. The provisions of this Judgment and Order shall apply to Defendant Stanley Ford, Sr. (“Ford”), and his agents, employees and assigns, and any partnership, corporation or entity in which he, currently or in the future, has an ownership interest, has authority to control, or has the authority to establish policy.

E. The provisions of this Judgment and Order shall apply to Defendants in connection with their offer and/or sale of goods or services in the District of Columbia as it relates to the provision of rental housing accommodations at the Property.

## II.

### INJUNCTION

**IT IS FURTHER ORDERED** that:

*Injunction as to All Defendants*

A. The Defendants shall cease and desist from committing any unfair or deceptive trade practices that violate the CPPA at the Property.

B. Defendants shall not make any misrepresentations concerning a material fact that has a tendency to mislead any consumers at the Property. D.C. Code § 28-3904(e).

C. Defendants shall not omit material facts that the omission of which has a tendency to mislead any consumers at the Property. D.C. Code § 28-3904(f).

D. Defendants shall not violate any provision of Title 16 of the District of Columbia Municipal Regulations at the Property. D.C. Code § 28-3904(dd).

E. Defendants shall not make any statements that mislead consumers concerning their willingness and ability to supply consumers with housing in compliance with the District's housing laws at the Property.

***Injunction as to Corporate Defendants Jefferson-11th Street, LLC and SCF Management, LLC***

F. Defendants Jefferson-11th Street, LLC and SCF Management, LLC (collectively, “Corporate Defendants”) shall each independently implement and maintain written policies regarding compliance with this Judgment and Injunctive Order and the District of Columbia’s housing laws at the Property. Corporate Defendants shall provide the policies required under this paragraph to all current employees, principals, officers, directors, and contractors within 60 days of the termination of the Receivership. Should Corporate Defendants hire any new employees, principals, officers, directors, and/or contractors, Defendants shall provide the policies implemented pursuant to this paragraph within the first 14 days of their employment or retention. Corporate Defendants shall provide the policies implemented and maintained pursuant this Paragraph to the Office of the Attorney General within 60 days of the termination of the Receivership.

G. Defendant Jefferson-11th Street, LLC shall implement and maintain written policies to ensure timely responses to tenant complaints regarding repairs and other housing conditions at the Property. The policies required by this Paragraph shall include a simple mechanism for tenants to report repairs and other housing conditions and shall set forth specific time frames for Defendant Jefferson-11th Street, LLC and/or their employees and agents (including any property management company) to respond to tenants and complete repairs. Defendant Jefferson-11th Street, LLC shall provide the policies required under this paragraph to all current employees, principals, officers, directors, and contractors of Jefferson-11th Street, LLC and any property management company retained to manage the Property whose job responsibilities include oversight and maintenance of the Property within 60 days of the termination of the Receivership. Should Defendant Jefferson-11th Street, LLC hire any new employees, principals,

officers, directors, and/or contractors whose job responsibilities include oversight and maintenance of the Property, Defendant shall provide the policies implemented pursuant to this paragraph within the first 14 days of their employment or retention. Defendant Jefferson-11th Street, LLC shall contractually require any property management company responsible for the Property to abide by the policies implemented pursuant to this paragraph and provide the policies to any employees, principals, officers, directors, and/or contractors whose job responsibilities include oversight and maintenance of the Property within the first 14 days of their employment or retention. Defendant Jefferson-11th Street, LLC shall provide the policies implemented and maintained pursuant this Paragraph to the Office of the Attorney General within 60 days of the termination of the Receivership.

H. Defendant Jefferson-11th Street, LLC shall implement and maintain a training program to ensure that any property management company retained to manage the Property, as well as all respective employees, principals, officers, directors, and contractors of Jefferson-11th Street, LLC and any property management company whose job responsibilities include oversight and maintenance of the Property, have sufficient knowledge of the requirements of this Judgment and Injunctive Order and the District of Columbia's housing laws. Defendant Jefferson-11th Street, LLC shall provide the training required under this Paragraph to all employees, principals, officers, directors, and contractors of Jefferson-11th Street, LLC and the property management company whose job responsibilities include oversight and maintenance of the Property within 60 days of the termination of the Receivership. In addition, Defendant Jefferson-11th Street, LLC shall provide such training to each new employee, principal, officer, director, and contractor of Jefferson-11th Street, LLC (and any property management company retained to manage the Property) whose job responsibilities include oversight and maintenance of the Property within 30

days of employment or retention. Defendant Jefferson-11th Street, LLC shall provide written certification of implementation of the training program to the Office of the Attorney General within 60 days of the termination of the Receivership.

I. Defendant Jefferson-11th Street, LLC shall, within 60 days of the termination of the Receivership and annually thereafter for a period of 5 years, prepare an audit of the Property. The audit required by this paragraph shall include (i) all known conditions at the Property that violate the District's housing laws; and (ii) all notice of violations issued by any government entity concerning compliance with the District's housing laws at the Property. The audit required by this paragraph shall be provided to the Office of the Attorney General within 14 days of completion.

***Injunction as to Jefferson-11th Street, LLC***

J. Defendant Jefferson-11th Street, LLC shall, within 30 days of the termination of the Receivership at the Property, appoint a new property management company to assume all property management responsibilities at the Property. The property management company shall be selected pursuant to the following process: No later than 10 days after termination of the Receivership at the Property, Defendant Jefferson-11th Street, LLC shall propose to the Office of the Attorney General for the District of Columbia three (3) qualified, licensed property management companies as candidates. In the event the Office of the Attorney General is unable to select at least one acceptable property management company from the three candidates, and the parties are unable to reach agreement on other potential candidates, the parties shall submit the matter to the Court for determination.

***Injunction as to Defendants Stanley C. Ford Sr. and SCF Management LLC***

K. Defendants Stanley C. Ford Sr. and SCF Management LLC shall not engage in any property management or other related activities in connection with the Property.

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L. If due to changed circumstances, or any change in existing laws, Defendants are unable to comply with any of the specific prohibitions or affirmative obligations that are imposed by the injunctive terms of this Judgment and Order, any party may petition the Court to amend this Judgment and Order.

### III.

#### MONETARY JUDGMENT

**IT IS FURTHER ORDERED** that:

A. Defendants are jointly and severally liable for restitution in the amount of \$422,322.16 and shall pay tenants this restitution pursuant to instructions to be provided by the District, as follows:

1. Within thirty (30) days of the entry of this Judgment and Order, Defendants shall pay tenants restitution, which amount shall be no less than **\$209,544.00**, reflecting full rent refunds for each tenant for the time period of June 2016 to the appointment of the Receiver in this case in November 2017.

2. Defendants shall further pay tenants restitution, which amount shall be no less than **\$212,778.16**, consistent with the amounts ordered by Judge Pierson in Final Order, Tenant Association's Petition for Substantial Reduction and Permanently Eliminating Services and/or Facilities, Case No. 2015-DHCD-TP 30,690 (O.A.H.D.C. May 11, 2017) ("OAH matter"). Defendants' restitution obligation under this paragraph will be satisfied if and when Defendants pay the \$212,778.16 amount ordered in the OAH matter, which is currently held in escrow as that matter is on appeal. Upon termination of the OAH matter by entry of a final judgment or order of dismissal, if Defendants have not paid the full



amount of \$212,778.16 in restitution to tenants as a result of those proceedings, Defendants shall pay any remainder, up to \$212,778.16, within thirty (30) days of termination of the OAH matter and consistent with instructions to be provided by the District.

B. Within thirty (30) days of the entry of this Judgment and Order, Defendants shall pay the District of Columbia the sum of **\$215,000** as a civil penalty pursuant to D.C. Code §28-3909(b).

1. For violations of the CPPA made when entering into leases with tenants, Defendants Jefferson-11th Street, LLC and Ellis J. Parker shall be jointly and severally liable for civil penalties in the amount of **\$30,000.00**.

2. For violations of the CPPA made when making express representations to tenants that repairs would be made when in fact such repairs were not, Defendants shall be jointly and severally liable for civil penalties in the amount of **\$72,000.00**.

3. For violations of D.C. Code §28-3904(dd) for incurring Class 1 infractions under Title 16 of the D.C. Municipal Regulations, Defendants shall be jointly and severally liable for civil penalties in the amount of **\$113,000.00**.

C. Defendants shall pay to the District \$6,157.36 of costs incurred by the District in connection with this action, as well as \$36,012.00 in reasonable attorneys' fees, pursuant to D.C. Code §28-3909(b).

D. Judgment be and hereby is entered against Defendants Jefferson-11th Street, LLC, SCF Management, LLC, Ellis J. Parker, and Stanley C. Ford Sr., jointly and severally, in the amount of \$607,322.16 in damages, \$36,012.00 in attorneys' fees, and \$6,157.36 in costs, for a total of \$649,491.52; and judgment be and hereby is entered against Defendants Jefferson-11<sup>th</sup> Street, LLC, and Ellis J. Parker, jointly and severally, in the additional amount of \$30,000.

**IV.**

**RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO ORDERED** this 28th day of September, 2021.

*Anthony C Epstein*

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Anthony C. Epstein  
Associate Judge  
Superior Court of the District of Columbia