

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

DISTRICT OF COLUMBIA,	:	Case No. 2020 CA 001080 B
<i>Plaintiff,</i>	:	
v.	:	
	:	
76 M Inc., et al.,	:	Judge Heidi M. Pasichow
<i>Defendants.</i>	:	

**ORDER GRANTING MOTION FOR SUMMARY JUDGMENT FOR VIOLATIONS OF THE
CONSUMER PROTECTION PROCEDURES ACT AND LEAD-HAZARD PREVENTION AND
ELIMINATION ACT**

This matter comes before the Court based on Plaintiff District of Columbia (“District”)’s Motion for Summary Judgment for Violations of the Consumer Protection Procedures Act and Lead-Hazard Prevention and Elimination Act (“Motion for Summary Judgment”), filed on March 4, 2021. All parties are represented by counsel.

I. Procedural History

On February 13, 2020, the District filed its Complaint and a Praecipe attaching exhibits to the District’s Complaint for Appointment of Receiver and Violations of the Consumer Protection Procedures Act and the Lead-Hazard Prevention and Elimination Act. On February 14, 2020, the District filed a Motion for Temporary Restraining Order. On February 21, 2020, Plaintiff filed an Affidavit of Service of Summons & Complaint as to both Defendants. On February 26, 2020, the District filed a Motion for a Preliminary Injunction. On February 27, 2020, Judge Curtis Von Kann held a hearing on a TRO during which Defendants were required to eliminate or abate lead-based paint hazards at the relevant property.

On March 5, 2020, the District filed a Motion to Appoint a Receiver. On March 9, 2020, Defendants filed an Answer to the Complaint. On April 10, 2020, the District filed a Motion for an Order Directing Defendants to Show Cause as to Why They Should Not be Held in Contempt which was held in abeyance along with the Motion for Preliminary Injunction and the Motion to Appoint a Receiver on May 28, 2020. On May 29, 2020, Defendants filed an Opposition to DC’s Motion to Appoint a Receiver and Opposition to DC’s Motion to Show Cause. On June 3, 2020, the District filed its Reply to Defendants’ Opposition to the District’s Motion to Appoint Receiver. On June 5, 2020 at a Show Cause Hearing,

Plaintiff withdrew its Motion for Preliminary Injunction and Motion for an Order Directing Defendants to Show Cause as to Why They Should Not be Held in Contempt. The parties consented to a proposed Scheduling Order and a Consent Plan for Abatement.

On August 6, 2020, the parties filed a Joint List of Itemized Repairs. On August 26, 2020, Defendants filed their Progress Report on Repairs to the Subject Premises from DOEE Regarding Lead Paint Abatement. On September 4, 2020, all parties exchanged Fact Witness Lists. On September 16, 2020, Defendants filed a Progress Report that Defendants Have Installed a 100-Gallon Hot Water Tank. On September 22, 2020, the Court issued an Order (1) Holding in Abeyance Plaintiff's Motion to Order Defendants to Show Cause Why Defendants should not be Held in Contempt (2) Sua Sponte Converting and Rescheduling Instructions for Hearings by Telephone or Video Before Judge Heidi M. Pasichow. On October 7, 2020, Defendants filed their Progress Report and an Opposition to Plaintiff's Motion to Show Cause. On October 19, 2020, Plaintiff filed a Consent Motion for Leave to Modify the Scheduling Order, which was granted on the record on November 17, 2020.

On October 26, 2020, the Court issued an Order Reflecting Ruling Made at the 10/19/2020 Show Cause Hearing. On November 2, 2020, Defendants filed their Opposition to Plaintiff's Motion to Show Cause, November 2, 2020 Progress Report, Exhibits to November Progress Report, Revised October 7, 2020 Report, and Exhibits to the Revised October Progress Report. On November 6, 2020, Plaintiff filed a Response to Defendant's November 2, 2020 Progress Report. On November 17, 2020, at a Status Hearing, Judge Pasichow ordered Defendant Adagbodo to pay \$100 per day that the electric work is incomplete. On November 20, 2020, Defendants filed a Praecipe with Hot Water Readings. On November 30, 2020, Plaintiff filed its Rule 26 (a)(2)(B) and Rule 26 (a)(2)(C) Disclosures. On December 9, 2020, Defendants filed their Revised December 9, 2020 Progress Report. On December 18, 2020, Plaintiff filed its Motion to Enlarge Time for Discovery. On December 29, 2020, the Kolb Electric Updated Report was filed. On January 14, 2021, Defendants filed their Updated Progress Report. On January 19, 2021, Plaintiff filed its Response to Defendants' Updated Progress Report.

On February 3, Plaintiff filed its Opposed Motion to Compel Discovery Responses from Defendants. On February 12, 2021, Defendants filed their Proposed Relocation Plan for Tenants During Electrical Upgrades and a Motion to Seek Approval of Alternate Electrical Contractor. On February 18, 2021, Defendants filed their Opposition to Plaintiff's Motion to Compel and their February 2021 Progress Report. On February 24, 2021, Plaintiff filed its Opposed Motion for Leave to File Motion for Summary Judgment in Excess of Twenty (20) Pages as well as Exhibits 1–28.

On March 2, 2021, Defendants filed two notices of appearance. On March 4, 2021, The District filed the instant sixty-six-page Motion for Summary Judgment for Violations of the Consumer Protection Procedures Act and Lead-Hazard Prevention and Elimination Act Filed. On April 9, 2021, Defendants filed their Opposition to the District's Motion for Summary Judgment.

On April 23, 2021, Defendants filed their April Progress Report. On April 23, 2021, the District filed its Reply. On July 1, 2021, Defendants filed their July Progress Report. On July 9, 2021, the District filed its Response to Defendants' July 1, 2021, Progress Report. On July 16, 2021, Mediation was held but no agreement was reached. On July 19, 2021, the Court *Sua Sponte* Continued the Parties' Status Hearing.

On August 2, 2021, Defendants filed their August Progress Report. On August 11, 2021, the Court *Sua Sponte* Continued the Parties' Status Hearing. On September 29, 2021, the Defendants filed a Supplement to their Opposition of 76 M Inc. and Peter Odagbodo to DC's Motion for Summary Judgment. On September 30, 2021, the Court *Sua Sponte* Continued the Status Hearing. On October 15, 2021, the District filed a Reply to Defendant's Supplement. On October 15, 2021, the District filed its Reply to Defendant's Supplement to Opposition. On November 5, 2021, Defendants filed their October Progress Report and Exhibits. On November 29, 2021, the parties appeared for a Motion Hearing on the District's Motion for Summary Judgment.

II. Legal Standard

Rule 56(a) provides in relevant part, "The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a

matter of law.” See *Osbourne v. Capital City Mortgage Corp.*, 667 A.2d 1321, 1324 (D.C. 1995); *Smith v. Washington Metropolitan Area Transit Authority*, 631 A.2d 387, 390 (D.C. 1993). In meeting their burden to show that there is no genuine dispute to any material fact, the movant must provide “evidence from which, were it accepted as true, a trier of fact might find for the [movant].” *Allen v. District of Columbia*, 100 A.3d 63, 67 (D.C. 2014).

If the moving party successfully carries this burden, the burden shifts to the non-moving party to show the existence of an issue of material fact. *Smith v. Swick & Shapiro, P.C.*, 75 A.3d 898, 901 (D.C. 2013); *Bruno v. Western Union Financial Services, Inc.*, 973 A.2d 713, 716 (D.C. 2009); *Osbourne*, 667 A.2d at 1324. This standard does not merely require an opposing party to raise a disputed factual issue, but rather show that the fact is material and that there is sufficient evidence supporting the claimed factual dispute to require a jury or judge to resolve the parties’ differing versions of the truth at trial. *William J. Davis, Inc. v. The Tuxedo LLC*, 124 A.3d 612,624 (D.C. 2015).

Viewing the non-moving party’s evidence in the light most favorable to it, the Court must decide whether “the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.” *Hunt v. District of Columbia*, 66 A.3d 987, 990 (D.C. 2013). The Court may grant summary judgment only if no reasonable juror could find for the non-moving party as a matter of law. *Biratu v. BT Vermont Avenue, LLC*, 962 A.2d 261, 263 (D.C. 2008); *Tucci v. District of Columbia*, 956 A.2d 684, 690 (D.C. 2008). In making this determination, the court cannot “resolve issues of fact or weigh evidence at [this] stage.” *Barrett v. Covington & Burling, LLP*, 979 A.2d 1239, 1244 (D.C. 2009). Making credibility determinations, weighing the evidence, and drawing legitimate inferences from the facts are jury functions, not those of a judge. *Anderson*, 477 U.S. at 255. If the court declines to grant all relief requested, the court may “enter an order stating any material fact— including an item of damages or other relief—that is not genuinely in dispute and treating the fact as established in the case.” Super. Ct. Civ. R. 56(g). Finally, in filing a Motion for Summary Judgment, the moving party must “file a statement of the material facts that the movant contends are not genuinely

disputed. Each material fact *must be in a separate numbered paragraph.*” Super Ct. Civ. R. 56(b)(2)(A) (emphasis added).

III. Analysis

a. The District’s Motion for Summary Judgment

The District commenced this action against Defendants Peter Odagbodo and 76 M Inc. under the Consumer Protection Procedures Act (“CPPA”) and Lead-Hazard Prevention and Elimination Act (“LPEA”) for injunctive relief, as well as restitution, costs, and civil penalties. Mot. at 1. The District seeks a final judgment of (1) restitution under the CPPA totaling \$616,181; (2) penalties of \$1,575,000 for CPPA violations, (3) penalties in the amount of \$3,200,000 for violations of the LPEA, (4) a permanent injunction under the CPPA and LPEA, and (5) costs and fees in the amount of \$33,416.25. *Id.* at 2.

First, the District alleges that Defendants have violated the CPPA by making various representations, both express and implicit, regarding the rental accommodations they provided to tenants at the residential apartment building at 6145, 6147, and 6149 Kansas Avenue NE, Washington D.C., 20011 (collectively, “Property”). The District alleges that Defendants represented, among other things, that they would maintain the Property in a habitable condition in compliance with the District’s Housing Code, and that Defendants’ failure to provide the promised services constitute violations of the CPPA. *Id.* at 4–8, 10–15.

The District charges Defendants with committing the following unlawful trade practices prohibited by § 28-3904 of the CPPA in connection with their offer, lease, and supply of consumer goods and services:

It shall be a violation of this chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to:

(d) represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;

(e) misrepresent as to a material fact which has a tendency to mislead; [and]

(dd) violate any provision of title 16 of the District of Columbia Municipal Regulations. *Id.* at 4–8, 10–15.

Second, the District alleges that the Defendants have violated the LPEA by failing to maintain the Property free of lead-based paint hazards. *Id.* at 15–17. The District alleges that Defendants maintained lead-based paint hazards since April 26, 2019, and since that date have been repeatedly cited for LPEA violations at the Property and have failed to appropriately address these chronic issues. *Id.*

Regarding penalties, the District may recover a civil penalty under the CPPA of up to \$1,000 for each violation of the statute before its amendment in July 2018 and up to \$5,000 for each violation thereafter. D.C. Code § 28–3909(b). The District requests that the Court order Defendants to pay \$1,575,000 in civil penalties, constituting a \$1,000 penalty for each of the 305 violations prior to July 2018 and a \$5,000 penalty for each of the 254 violations following the July 2018 amendment. Mot. at 20. The District argues that Defendants repeatedly and continuously exposed their tenants to life, health, and safety risks including electrical hazards; mold growth; chipped, peeling, or bubbling paint; water intrusion; fire code violations; and rodent infestations. *Id.* at 20–21.

Under the LPEA, the District may recover a civil penalty of up to \$25,000 for each violation of the statute. D.C. Code § 8–2531.15. Each day that a violation continues constitutes a separate offense. D.C. Code § 8–2531.15(b). The District alleges that Defendants failed to remediate the Property, ignored repeated notices to do so, and, when Defendants did take action almost one year after the first notice was delivered by mail, they hired untrained workers to conduct the remediation. *Id.* at 25. The District asks this Court to impose the full \$25,000 penalty per day. *Id.*

The District seeks a permanent injunction restraining Defendants from engaging in future illegal conduct, as the government is entitled to permanent injunctive relief where “there exists some cognizable danger of recurrent violation” of a civil statute. *Id.* at 26 (*citing U.S. v. W.T. Grant Co.*, 345 U.S. 629, 633 (U.S. 1953)). Finally, the District requests an award of \$33,416.25 in attorneys’ fees and witness fees pursuant to D.C. Code § 28–3909(b)(4) of the CPPA. *Id.* at 28.

b. Defendants’ Opposition

Defendants claim that the District fails to acknowledge the good faith efforts of Defendants 76 M and Peter Odagbodo to remedy the issues in the briefings. Opp. at 3. Defendants claim that the determination

of whether the repairs were made in good faith is a question for the finder of fact. *Id.* at 4. Defendants describe the remediation work that has been completed in great detail and remind the Court that some tenants (specifically, the recently deceased Ms. Kirkland) have hindered Defendants' ability to complete the required remediation. *Id.* at 5–9.

Defendants argue that even if the Court finds that there are no issues of material fact in dispute here, Defendants should not be required to pay the amounts of monetary and injunctive relief designated by the District. *Id.* at 9. For both the CPPA and LPEA, Defendants claim that the fact that Defendants cannot pay the required fines should be determinative. *Id.* at 9–11. In determining the imposition of civil fines under the CPPA, the Court generally considers (1) the magnitude and severity of the violations; (2) the bad faith of the defendant and injury to the public; and (3) the need to deter future violations. *Id.* at 10. Defendants assert that there are other factors to reference including the Defendant's ability to pay and the good faith of the violator, which Defendants claim weigh in their favor. *Id.*

c. The District's Reply

In their Reply, the District alleges that Defendants' arguments regarding (1) good faith and (2) tenants' interference in repair work have neither legal nor factual merit. Reply at 1. The District argues that Defendants have failed to identify any genuine dispute or legal impediment preventing this Court from granting summary judgment on the District's CPPA and LPEA claims. *Id.* First, the District submits that Defendants' argument that Defendants made a good faith effort to repair the property is legally irrelevant under the CPPA, as it is an unlawful trade practice to mislead consumers or otherwise violate D.C. Code § 28–3904, regardless of intent. *Id.* at 2. Moreover, the District highlights that Defendants do not dispute the “many, property-wide housing code violations documented by District agencies, OAG investigators, other tenants at the Property, and even Defendants' own contractors.” *Id.* Instead, Defendants place blame on Ms. Charmayne Kirkland—a single tenant—which does not create a genuine issue for trial. *Id.* The District submits that there is no genuine issue of material fact regarding the number of CPPA violations at the property, as the District relied on Defendants' own rent rolls when calculating the CPPA penalties and calculated a penalty only when Defendants indicated that a tenant paid rent. *Id.* at 3–4.

As to the LPEA, the District argues that it is undisputed that Defendants were required to abate the lead-based paint hazards identified by two DOEE Administrative Orders by May 26, 2019 and September 22, 2019. *Id.* at 4. The District argues that Defendants’ contention that hiring unlicensed workers to perform the work on March 13, 2020 is not—as Defendants would like the Court to believe—“evidence of attempted compliance.” *Id.* at 5.

Finally, the District argues that Defendants mistake the point of restitution, as the CPPA does not link restitution to a profit margin. *Id.* Instead, the CPPA requires Defendants to pay back rent they collected during the period during which they failed to provide rental accommodations free from Housing Code violations. *Id.*

d. Defendants’ Supplement to Opposition

At a Status Hearing on August 24, 2021, Judge Pasichow orally granted Defendants’ Oral Motion for Leave to File a Supplement to Defendants’ Opposition. Such a Supplement was filed on September 29, 2021, which purports to provide evidence of the Defendants’ inability to pay the substantial civil penalties sought by Plaintiff. Def. Supp. at 1. Defendants write that 76 M currently holds an estimated \$3,449,291.59 in assets, with \$29,291.59 being cash on hand and the remainder signifying current value of real estate assets. *Id.* at 2. In his personal capacity, Defendant Odagbodo has a bank account with a current balance of \$49,854.49, an annuity worth \$292,856.70, and 50% ownership in the following properties:

1. 950 Madison ST. NW, Washington DC (estimated value \$2,000,000.00)
2. 3414 Rhode Island Ave., Mount Rainier, MD (estimated value \$450,000.00; however, Westbank Co. has a mortgage on this property for \$142,614.50)
3. 3419 Eastern Ave., Mount Rainier, MD (estimated value \$350,000.00)
4. 1005 Chillum Rd., Hyattsville, MD (estimated value \$87,000.00), and
5. 1520 1st St. NW, Washington DC (estimated value \$600,000.00).

Defendant Odagbodo’s ownership interest in the properties represent an estimated \$1,672,192.75. *Id.* In addition, Defendant Odagbodo maintains a 50% ownership of several other LLCs, representing an estimated total value of \$3,310,000.00. In sum, Defendant Odagbodo’s assets total \$5,324,903.94; however,

Defendants highlight that “estimated values of properties fluctuate and there is no guarantee that [either Defendant] could sell any property for the current estimated value. Moreover, real property is not a liquid asset that can be swiftly and seamlessly converted into cash.” *Id.* at 2.

e. The District’s Reply to Defendants’ Supplement

In its Reply, the District argues that Defendants’ argument is “not premised upon *inability* to pay but, instead, *inconvenience* of payment.” Reply at 1 (emphasis in original). The District notes that Defendants’ financial statement attached to the Supplemental Opposition shows far more financial assets than Defendants claim within the same motion. *Id.* (citing to Defendants’ Supplement, Attachment A). By the District’s calculation, Defendants’ financial documents indicate their net worth is at least \$13,858,823.34—significantly greater than the \$5,424,597.25 judgment sought by the District. *Id.* at 2. The District also draws attention to the fact that Defendants’ financial records are outdated and incomplete: the data supplied are from a 2017 Personal Finance Statement and does not include Defendant Odagbodo’s personal home, which has an assessed value of \$366,500. *Id.*, Attachment A. Additionally, the resale value of the properties mentioned in the 2017 documents have likely increased significantly in the past four years. *Id.* at 2, n.1.

Finally, the District argues that this Court may force Defendants to sell assets to satisfy a judgment in this case, and that inability to pay does not preclude entry of the judgment. *Id.* at 3 (citing *United States v. Gulf Park Water Co., Inc.*, 14 F. Supp. 2d 854, 868 (S.D. Miss. 1998) (finding defendant in Clean Water Act case had ability to liquidate assets to satisfy judgment)).

IV. Analysis

In consideration of the filings—including the Defendants’ numerous monthly status reports—and oral argument on the Motion for Summary Judgment on November 29, 2021, the Court hereby finds that Defendants violated the CPPA and LPEA.

Defendants committed unlawful trade practices under the CPPA when they represented that they would maintain the Property in compliance with the D.C Housing Code when, in fact, they did not. Defendants, in their ordinary course of business, offered to lease or supply consumer goods and services

to consumers in the District of Columbia. D.C. Code § 28-3901(a)(3). Defendants are “merchant[s]” pursuant to D.C. Code § 28-3901(a)(3) and are subject to restitution, damages, civil penalties, temporary or permanent injunctions, the costs of the action, and reasonable attorneys’ fees under D.C. Code § 28-3909. Defendants’ misrepresentations of material fact both had the capacity and tendency to mislead consumers, namely their tenants. In addition, Defendants repeatedly and continuously violated provisions of the D.C. Housing Code and those Housing Code violations went unabated for prolonged periods of time. Defendants have incurred infractions under 16 DCMR § 3305. Defendants’ conduct therefore amounts to an unlawful trade practice pursuant to § 28-3904(dd). Defendant Peter Odagbodo, individually and as owner and managing member of 76 M from 2012 to present, participated in the unlawful practices of 76 M Inc. and had the authority to stop the unlawful practices that violate §§ 28-3904 (d), (e), and (dd) of the CPPA, but failed to do so.

Under the LPEA and its implementing regulations, owners are required to maintain residential dwelling units and common areas of multifamily properties free of lead-based paint hazards. D.C. Code § 8-231.02(a); 20 DCMR § 3300.2(a), (b). A “lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint, or presumed lead-based paint. D.C. Code § 8-231.01(22). Dwellings built before 1978 have “presumed lead-based paint.” D.C. Code § 8-231.01(32). Defendants repeatedly violated the LPEA by failing to remediate deteriorated lead-based paint or presumed lead-based paint, including failing to timely abate No. DOEE-19-L-50001775 and AO No. DOEE-19-L-50001862 which were issued on April 26, 2019 and August 23, 2019, respectively. Defendants therefore committed violations of § 8-231.02(a) of the LPEA.

Based on the record and Defendants’ past conduct, the Court finds there is a cognizable danger that Defendants will violate the CPPA and LPEA in the future through the offer and sale of rental housing services to District consumers. Based on the record and Defendants’ rent rolls, 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. Defendants’ argument that judgment is unfair based on an accounting of

Defendants' assets and stated inability to pay is of no moment here. As the District properly noted, Defendants have many financial assets to satisfy the judgment without needing to sell income-generating assets. Even if Defendants were forced to sell such assets to satisfy a judgment in this case, neither the CPPA nor the LPEA considers unfairness in its list of factors determining the severity of the civil penalty. D.C. Code §§ 28-3904, 8-231.15(b). While the LPEA considers ability to pay, the Court finds that Defendants have sufficient assets to pay the District's \$5,424,597.25 fine, especially considering the fact that the District could have sought to impose a \$16 million fine under these facts. The District's decreased civil penalty request, made in consideration of the ten LPEA factors enumerated under D.C. Code § 8-231.15(b), persuades this Court to impose the full extent of the requested fine.

The Court notes that, early in this litigation, Defendants were ordered to file monthly status reports detailing Defendants' efforts to resolve Housing Code violations at the Property. These status reports recount Defendants' attempts to bring the Property into compliance with the D.C. Housing Code; however, they also memorialize delay, repeated displacement of tenants, mismanagement, failure to produce documents, and retention of unlicensed workers to perform time-sensitive repairs. Although the Court acknowledges that Defendants have participated in courtroom proceedings and expressed sincerity in their attempts to comply with Court-imposed deadlines, the Court is unable to reduce the fine requested by the District based upon Defendants' occasional good faith.

Based on these findings of fact and conclusions of law, the Court finds that permanent injunctive relief, restitution, civil penalties, and payment of costs are appropriate as authorized under § 28-3909 of the CPPA and § 8-231.15 of the LPEA. 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).

Accordingly, this 2nd day of December 2021, it is hereby

ORDERED that the District of Columbia's Motion for Summary Judgment for Violations of the Consumer Protection Procedures Act and Lead-Hazard Prevention and Elimination Act is **GRANTED**; it is,

FURTHER ORDERED that the provisions of this Judgment and Order shall apply to Defendant Peter Odagbodo 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. The provisions of this Judgment and Order shall also apply to Defendant 76 M, Inc. and its agents, employees and assigns, and any partnership, corporation or entity in which it, currently or in the future, has an ownership interest, has authority to control, or has the authority to establish policy. The provisions of this Judgment and Order shall also apply to Defendants in connection with their offer and/or sale of rental housing in the District of Columbia, including the provision of rental housing accommodations.; it is,

FURTHER ORDERED that the Defendants shall cease and desist from committing any further violation of the LPEA. The Defendants shall also cease and desist from committing any unfair or deceptive trade practices that violate the CPPA. Defendants shall not make any misrepresentations concerning a material fact that has a tendency to mislead any consumers. D.C. Code § 28-3904(e). Defendants shall not omit material facts that the omission of which has a tendency to mislead any consumers. D.C. Code § 28-3904(f). Defendants shall not violate any provision of Title 16 of the District of Columbia Municipal Regulations. D.C. Code § 28-3904(dd). 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. Defendants shall not offer, sell, or supply for rent any residential housing in the District of Columbia unless they are able to supply housing in compliance with the District's housing laws; it is,

FURTHER ORDERED that, in the event Defendants own or manage more than four (4) residential dwellings in the District of Columbia, whether multifamily or single-family homes,

Defendants shall:

- 1 Hire a licensed property management company, in consultation with the Office of the Attorney General for the District of Columbia, to oversee rent collection and repairs;
- 2 Obtain and maintain a property manager's license as approved by the District of Columbia Department of Consumer and Regulatory Affairs ("DCRA") or any successor government agency responsible for approving professional licenses;
- 3 Implement written policies for selecting contractors and vetting their credentials and status of licensures where applicable;
- 4 Implement written policies and training procedures for managing residential rental property; and
- 5 Implement written policies and training procedures for the abatement of violations of the LPEA; it is,

FURTHER ORDERED that Defendants shall notify the District in writing within one (1) month of acquiring more than four (4) residential rental dwellings in the District of Columbia the addresses of the properties acquire and the number of rental units at each address. 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; it is,

FURTHER ORDERED that, within thirty (30) days of the entry of this Judgment and Order, Defendants shall pay tenants a restitution of **\$616,181**, reflecting the restitution determined by the District to be owed to tenants; it is,

FURTHER ORDERED that, within thirty (30) days of the entry of this Judgment and Order, Defendants shall pay the District of Columbia the sum of **\$1,575,000** as a civil penalty pursuant to D.C. Code § 28-3909(b); it is,

FURTHER ORDERED that, within thirty (30) days of the entry of this Judgment and Order,

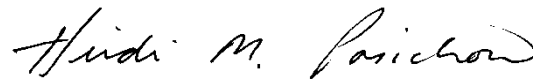
Defendants shall pay the District of Columbia the sum of **\$3,200,000** as a civil penalty pursuant to D.C. Code § 8-231.15; it is,

FURTHER ORDERED that Defendants shall pay to the District the sum of **\$33,416.25** for costs and fees incurred by the District in connection with this action, pursuant to D.C. Code § 32-1307(b)(1); it is,

FURTHER ORDERED that judgment is entered against Defendants Peter Odagbodo and 76 M Inc. in the amount of **\$5,424,597.25**; it is,

FURTHER ORDERED that the parties' February 11, 2022 Status Hearing is **VACATED**; and it is,

FURTHER ORDERED that the instant case is **CLOSED**. This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.



Heidi M. Pasichow
Associate Judge

Copies e-served to:

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