

**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 Yvonne Williams

CONSENT JUDGMENT AND ORDER

This matter comes before the Court on the joint motion of the District of Columbia, (“District”) and Defendant 16th St. Heights Elijah LLC, pursuant to SCR-Civil R. 68-I, for entry of this Consent Judgment and Order (“Consent Order”) to resolve the District’s claims in this matter. The District and Defendant (collectively, the “Parties”) agree to the relief set forth in this Consent Order, and the Court finds that the entry of the Consent Order is in the public interest.

I. THE PARTIES

1. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. Pursuant to D.C. Code §§ 28-3814 and 28-3909(a)-(b), the Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for violations of the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* and is also authorized to bring legal actions seeking penalties and other relief under the Lead-Hazard Prevention and Elimination Act (“LHPEA”), D.C. Code § 8-231, *et seq.*

2. Defendant 16th St. Heights Elijah LLC is a limited liability company organized under the laws of the District of Columbia, with its principal place of business at 8812 Reading

Road, Silver Spring, MD 20901. 16th St. Heights Elijah LLC owns the Somerset Apartments and the Sheridan Apartments.

II. **DEFINITIONS**

3. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Consent Order shall refer to any resident of the District of Columbia to whom the Defendant offers or sells rental housing accommodations.

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

5. “The Property” refers to the apartment buildings located at 1450 Somerset Place NW and 1451 Sheridan Street NW, Washington, D.C. 20011.

III. **PROCEDURAL BACKGROUND**

6. On June 25, 2021, the District initiated this action against Defendant, alleging violations of the CPPA and LHPEA. The District filed its operative pleading, the Amended Complaint, on August 9, 2021. Defendant filed an Answer to the Amended Complaint on August 27, 2021.

7. On July 8, 2021, the District moved for a Preliminary Injunction, which sought emergency relief to alleged security deficiencies at the Property. On August 20, 2021, this Court ordered Defendant to install lights and security cameras at the Property’s exterior common areas, hire an armed security guard, and submit a comprehensive plan for installing tamper-proof exterior doors. On September 24, 2021, October 29, 2021, and December 1, 2021, this Court held status

conferences to evaluate Defendant's compliance with its Preliminary Injunction Order and, on December 2, 2021, ordered additional relief and extended its previous preliminary injunction orders for the pendency of this action.

IV. **APPLICATION**

8. The provisions of this Consent Order shall apply to Defendant, its principals, its officers, its directors, and all persons or entities that it controls or has the ability to control, including without limitation its employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries, and all other persons acting in concert with Defendant now and in the future.

A. **REPRESENTATIONS OF DEFENDANT**

9. Defendant represents that it has provided the District with materially full and complete rent roll information for the period of January 1, 2017 to June 1, 2022, including complete information concerning the rent monies that were (i) charged to tenants, (ii) paid by tenants, or (iii) due but not paid by tenants through May 2022. The District's agreement to settlement on the terms stated herein is based on these representations

B. **INJUNCTIVE TERMS**

GENERAL PROHIBITIONS

10. Defendant shall not engage in any act or practice in violation of the CPPA in connection with the offer or sale of any consumer good or service.

11. Defendant shall not make any representation that its goods or services have a certification or characteristic that they do not have.

12. Defendant shall not make any representation that its goods or services are of a particular standard or quality if in fact they are of another.

13. Defendant shall not make any oral or written statement that has the capacity, tendency, or effect of deceiving or misleading a consumer.

14. Defendant shall not make any misrepresentation concerning a material fact that has the tendency to mislead a consumer.

15. Defendant shall not fail to state a material fact, the omission of which deceives or tends to deceive a consumer.

16. Defendant shall not make any statement that misleads a consumer concerning its willingness and ability to supply them with habitable housing.

17. Defendant shall not offer any residential housing for rental in the District of Columbia unless it is able to supply habitable housing to any prospective tenant.

18. Defendant shall not violate the LHPEA.

C. PAYMENT TO THE DISTRICT

19. Within one hundred and twenty (120) days of entry of this Consent Order, Defendant will pay to the District the total sum of \$2,000,000 by wire payment consistent with instructions to be provided by the District. The District may use this payment for any lawful purposes, including, but not limited to, restitution to Defendant's current and former tenants of the Property, attorneys' fees, and other costs of investigation and litigation, and/or be placed in, or applied to, the District's restitution fund or litigation support fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General for the District of Columbia. Defendant agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

D. PROPERTY MAINTENANCE AND SECURITY PERSONNEL

20. Within thirty (30) days of entry of this Consent Order, Defendant shall cooperate with any District efforts to facilitate an inspection by the District of Columbia's Department of Consumer and Regulatory Affairs ("DCRA") of each previously identified unit and common area at the Property. Tenants have the legal right to refuse permission for DCRA inspectors to access their rental units. Defendant shall abate any housing code violation identified by that inspection within thirty (30) days of receiving written notice of the violation from DCRA.

21. Within thirty (30) days of entry of this Consent Order, Defendant shall abate pest and rodent related housing code violations at the Property by having an exterminator inspect all units made available by tenants and common areas at the Property for points where rodents and pests may enter the Property and by installing metal covers over each identified point of entry. Defendant shall offer monthly pest and rodent exterminations at the Property for the next three (3) years.

22. For three (3) years following the entry of this Consent Order, Defendant shall contract with a licensed security company to employ an armed, uniformed security guard to patrol the Property daily between 6:00 p.m. and 6:00 a.m. The security guard shall spend no less than two-thirds of their shift outside of the buildings at the Property patrolling the grounds.

23. Within thirty (30) days of entry of this Consent Order, Defendant shall install and maintain a working alarm and buzzer system that is triggered after an exterior door has remained open for more than 30 seconds.

24. Defendant shall maintain the current tamper proof doors.

25. Defendant shall maintain bars on the windows of all basement and ground floor units.

26. Defendant shall ensure that the Property's exterior common areas, including building entrances, remain adequately lit by replacing light bulbs and installing new light fixtures as necessary.

27. Defendant shall maintain security cameras in good working order at each of the Property's exterior entrances.

E. ADDITIONAL TERMS

28. Defendant shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Defendant is prohibited by this Consent Order.

29. In entering into this Consent Order, the Parties are neither extinguishing any rights otherwise available to consumers except those specifically addressed herein, nor creating any right not otherwise available under the laws of the District of Columbia. Nothing in this Consent Order shall be construed as an admission of liability.

30. This Court retains jurisdiction of this Consent Order for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate.

31. 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.

32. Nothing in this Consent Order shall be construed as relieving Defendant of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the

provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

33. Defendant shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.

34. The Parties may apply to the Court to modify this Consent Order by agreement at any time.

35. 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.

36. All notices under this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

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Social Justice Section
District of Columbia Office of the Attorney General
400 6th Street, N.W., 10th Floor
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For the Defendant:

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CONSENTED TO BY THE DISTRICT OF COLUMBIA

KARL A. RACINE
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KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division



JENNIFER L. BERGER [Bar No. 490809]
Chief, Social Justice Section



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Washington, D.C. 20001
(202) 735-7488
Email: matthew.gander@dc.gov

Attorneys for the District of Columbia

Dated:

CONSENTED TO BY DEFENDANT



16th Street Heights Elijah, LLC

REPRESENTED BY:



Emilie Fairbanks, #499772
The Law Offices of Emilie Fairbanks, PLLC
2101 L Street NW Suite 800
Washington DC 20037
(202) 681-4694
efairbanks@efairbanksllaw.com

Dated: June 27, 2022

SO ORDERED AND ADJUDGED

Date: _____

Judge Yvonne Williams
Superior Court of the District of Columbia

For service via CaseFileXpress:

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