

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

DISTRICT OF COLUMBIA :
 :
v. : Case Number: 2021 CA 002174 B
 : Judge Hiram E. Puig-Lugo
422 CHESAPEAKE STREET SE LLC *et al* :

ORDER

Upon Plaintiff's Joint Motion for Entry of Consent Order, filed March 18, 2022, and consideration of the entire record herein, it is this 24th day of March 2022, hereby:

ORDERED that Plaintiff's Joint Motion for Entry of Consent Order is **GRANTED**; and it is further

ORDERED that this matter is now **closed**; and it is further

ORDERED as follows:

This CONSENT ORDER ("Consent Order") is made this 14th day of March 2022, between 422 Chesapeake Street SE, LLC and Bailey Real Estate Holdings, LLC ("Bailey Real Estate"), both corporations organized and existing under the laws of the District of Columbia (collectively, the "422 Chesapeake Parties") and the District of Columbia, through the Office of the Attorney General for the District of Columbia ("District"), to address security-related issues at 422 Chesapeake Street SE, Washington, D.C. 20032.

WHEREAS this Consent Order concerns a residential apartment building located at 422 Chesapeake Street SE, Washington, D.C. 20032 (the "Property");

WHEREAS, on June 29, 2021, the District filed a Complaint alleging violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code 42-3101—423 114 ("Nuisance Act") and requesting that 422 Chesapeake Street SE, LLC and Bailey Real Estate Holdings, LLC (collectively the "422 Chesapeake Parties") abate nuisance activity occurring at the Property,

WHEREAS, 422 Chesapeake Street SE, LLC is the fee owner of the Property and Bailey Real Estate manages the Property; and

WHEREAS, the 422 Chesapeake Parties have entered this Consent Order voluntarily, and it does not constitute an admission of fact, fault, or liability or a waiver or concession on any issue that may be raised in any Nuisance Act case.

WHEREAS, 422 Chesapeake Street SE, LLC and Bailey Real Estate deny the allegations of the Complaint and state that the specified security measures are already in place at the property, including cameras, fencing, and security guards;

WHEREAS, 422 Chesapeake Street SE, LLC assert that they have installed lighting, security cameras, and "no trespassing" signs at the Property and secured all vacant units with steel doors and plans to make extensive repairs to the property upon vacancy. See Ex. A;

NOW, THEREFORE, in lieu of litigation, the 422 Chesapeake Parties and the District agree to the following:

I. JURISDICTION. The parties agree that this Court has subject matter jurisdiction and personal jurisdiction in this action.

II. SECURITY MEASURES.

A. SECURITY PLAN. The 422 Chesapeake Parties agree to Security Plan at the Property that shall remain in place for the term of this Consent Order, with the "days" meaning "calendar days" throughout the agreement.

(1) Exterior Lighting.

The 422 Chesapeake Parties shall:

- a. Maintain adequate exterior lighting fixtures around each building and the entrance doorways to each building in accordance with Metropolitan Police Department ("MPD") recommendations that the building and doorways be sufficiently lit around the Property.
- b. Ensure that any exterior lighting is maintained so that all areas on the Property are well illuminated during evening and nighttime hours, from dusk until dawn.
- c. Repair or replace any non-functioning exterior lights within three (3) days of notice from the District or VIPD, or of otherwise becoming or being made aware, of defective light fixtures.

(2) Security Cameras.

The 422 Chesapeake Parties shall:

- a. Maintain an appropriate security camera system in the exterior of the Property to fully capture the exterior of the Property.
- b. Prevent visual obstruction of the security cameras by paring foliage and repairing broken camera lenses. as needed.
- c. Maintain interior security cameras in the hallways and other common areas of the Property, such that all common areas are sufficiently captured through the security camera feed so long as there are tenants residing in the Property.
- d. Maintain each camera at the Property to be reasonably inaccessible so as to prevent tampering with the cameras, including bullet-proof domes around the cameras.
- e. Continue to provide electronic access to security cameras to MPD.
- f. Provide to OAG information regarding all security cameras located on the Property, including the invoices and specific location(s) for each camera.
- g. Perform weekly checks of all security footage from each security camera to ensure optimum visibility and full functionality.
- h. Upon notice from the District or MPD that a camera is not operational or that the footage is not accessible, or upon the 422 Chesapeake Parties' own identification that a camera is not operational or footage is inaccessible, the 422 Chesapeake parties shall cause the device to be repaired and access to the footage shall be restored within seven (7) days. Interior cameras shall be maintained in accordance with this agreement so long as there are tenants residing in the Property, and the building is secured.

(3) "No Trespassing" and "No Loitering" Signs:

- a. Within five (5) days of signing this agreement, the 422 Chesapeake Parties shall provide proof of "No Trespassing" and "No Loitering" signs on the Property, and maintain the signage for the duration of the agreement.
- b. The 422 Chesapeake Parties shall direct security personnel to enforce the "No Trespassing" and "No Loitering" signs.

(4) Janitorial Services:

- a. Within three (3) days of signing the Consent Order, the 422 Chesapeake Parties shall ensure the Property's interior (so long as tenants are in residence, and the building is secured) and exterior common areas are maintained free from the appearance of blight. Janitorial services shall include, but shall not be limited to, litter control in the front, sides, and back of the Property, regular sweeping and mopping of interior common areas so they are free from debris, and regular trash collection to avoid excessive trash at the Property. All trash outside the Property shall be maintained in proper containers.
- b. The 422 Chesapeake Parties shall perform perimeter checks to identify unclean areas of the Property. Upon identification of an area that needs janitorial services, or upon other notice from the District or MPD, the 422 Chesapeake Parties shall immediately direct property management staff to clean the affected area(s) within one business day.

(5) Secured Doorways and Entrances:

The 422 Chesapeake Parties shall:

- a. Within fifteen (15) days of executing this agreement) secure and maintain secured doorways to all entrances to the building. Access shall be limited to tenants, their guests, agents of the owner, and any emergency response service from the District of Columbia. The 422 Chesapeake Parties shall provide each tenant with an access key, and maintain secured doors and accessways.
- b. In the event that the Property is vacated, the 422 Chesapeake Parties shall secure and maintain secured all windows and doors to prevent unauthorized access.

(6) Barring Notices:

The 422 Chesapeake Parties shall:

- a. Upon notification by the District or NIPD that a non-tenant individual has engaged in criminal activities at the Property or upon the 422 Chesapeake Parties' becoming otherwise aware of non-tenant individuals' engaging in criminal activities or other violations on the Property that jeopardize the health, safety, or security of the community

or tenants, serve barring notices on said individuals and, if necessary, may request assistance from MPD in serving said barring notices.

- b. Submit copies of all served barring notices within one (1) week of issuance to MPD, as well as to OAG by delivering a copy to the Office of the Attorney General, Social Justice Section, c/o Cullen Hamilton, Cullen.Hamilton@dc.gov.
- c. So long that Special Police Officers and/or Off-Duty MPD are present, direct security personnel on to arrest individuals who violate the barring notices.
- d. In instances where criminal charges are brought against offenders for trespass, fully cooperate with the prosecution of criminal trespass charges, including providing oral or written testimony for litigation.

(7) Security Officers

The 422 Chesapeake Parties shall:

- a. So long as tenants are in residence at the Property, provide and maintain armed security coverage with roving security officers inspecting the Property at random in light of decreased criminal activity at the Property. If illegal activity picks up at the Property, the 422 Chesapeake Parties will hire non-roving, stationary security to address the criminal activity, as needed and upon being notified by the District and/or MPD. Hourly shifts may be adjusted based upon upward or downward criminal activity trends
- b. Direct that the security personnel, as part of their duties, enforce barring notices at the Property and "No Trespassing" and "No Loitering" signage.
- c. Direct security personnel to complete daily logs at the conclusion of each shift. Each daily log must be maintained by the 422 Chesapeake Parties for a minimum of sixty (60) days and provided to MPD upon request. Furthermore, the 422 Chesapeake Parties shall transmit the daily logs to Cullen Hamilton at Cullen.Hamilton@dc.gov on a biweekly basis, no later than the Friday of each alternating week.
- d. Once the Property is fully vacated and the property is secured, security personnel coverage may end, so long as criminal activity at the Property has ceased. If there is an uptick in criminal activity at the Property, the

422 Chesapeake Parties, in consultation with MPD and OAG, will rehire security personnel to patrol the Property.

B. INSPECTION. The District, by and through its agents, reserves the right to inspect, without notice, the exterior grounds and common areas of the Property to verify the maintenance of the terms of this Consent Order.

III. SETTLEMENT PAYMENT. The 422 Chesapeake Parties will pay a total sum of Five Thousand Dollars (\$5,000) in costs to the District of Columbia within 5 business days of the entry of this Consent Order.

IV. ENFORCEMENT OF TERMS BY OAG. If the 422 Chesapeake Parties fail to comply with or complete the obligations set forth in this Consent Order, the District may provide written notice of such failure or deficiency ("Notice of Default") to the 422 Chesapeake Parties. The 422 Chesapeake Parties shall have five (5) business days to cure such failure(s) or deficiency(ies). Should any noticed Party fail to timely complete the obligation(s) identified in the Notice of Default, the District shall have the right to file in the Civil Division of the Superior Court of the District of Columbia a motion to show cause why Defendants should not be held in contempt of court for violating the Consent Order. If the Court holds that Defendants are in contempt of this Consent Order, Parties agree that the 422 Chesapeake Parties will pay a Five Thousand Dollars (\$5,000) penalty (over and above the Settlement Payment set forth above).

V. TERM OF AGREEMENT. This Consent Order shall remain in effect for two (2) years from the date of execution or until the Property is transferred to a new owner, whichever event occurs first.

IT IS SO ORDERED.



Honorable Hiram Puig-Lugo
Associate Judge
Signed in Chambers

Copies to:
Monique Cobb, Esq.
Carol Blumenthal, Esq.
Kathryn Erklauer, Esq.