

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of:

2801 Alabama Ave SE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“AVC”) is made this []th day of June, 2022, by and between 2801 Alabama LLC, C & W Services LLC (collectively, “Owners”), and the District of Columbia, through the Office of the Attorney General for the District of Columbia (“District”), to address security-related issues at 2801 Alabama Ave SE, Washington, D.C. 20020.

WHEREAS, this AVC concerns a commercial property located at 2801 Alabama Ave SE, Washington, D.C. 20020 (the “Property”);

WHEREAS, on February 15, 2022, the District served Owners with a notice letter alerting them to alleged violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114 (“Nuisance Act”) and requesting that Owners abate the alleged nuisance activity occurring at the Property; and

WHEREAS, the Parties have entered this AVC 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.

NOW, THEREFORE, in lieu of litigation, Owners and the District agree to the following:

I. SECURITY IMPROVEMENTS

A. SECURITY PLAN. The Parties agree to institute the following Security Plan at the Property which shall remain in place as long as Owners, or their successor in interest, operate a gas station at the Property. As used herein, the term “operates a gas station” means to sell motor fuels and/or convenience store items at the Property.

(1) Physical Security Coverage:

- i. Within three (3) days of signing this AVC, Owners shall hire and maintain one armed special police officer for a minimum of 30-hours per week, pursuant to the Commercial Contract for Security Services, which is incorporated by reference into this agreement as Appendix A.
- ii. If the security services outlined in Appendix A are not sufficient to abate nuisance activity at the property, Owners agree to increase security personnel at the property by hiring additional special police officers, hiring special police officers for additional hours, or taking other similar measures.
- iii. The times when special police officers will be at the property shall be established through mutual agreement between the security company, the Metropolitan Police Department, and the District.

(2) Barring Notices:

- i. Upon notification by the District and/or the Metropolitan Police Department ("MPD") that an individual has engaged in criminal activities at the Property, or upon the Parties' becoming otherwise aware of individuals' engaging in criminal activities or other violations on the Property that jeopardize the health, safety, or security of the community or employees, Owners shall make reasonable efforts to serve barring notices for said individuals. If necessary, the Owners may request assistance from MPD in serving the barring notices.
- ii. Owners shall 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 Matthew Gander, to Cullen.Hamilton@dc.gov with the subject heading "2801 Alabama Ave SE".
- iii. Owners shall direct the armed security personnel on duty to arrest individuals who violate the barring notices.
- iv. In instances where criminal charges are brought against offenders for activity on or around the Property, Owners shall fully cooperate with the prosecution of criminal trespass and any related charges, including but not limited to providing oral or written testimony for litigation.

(3) Exterior Lighting:

- i. Owners shall ensure that any exterior lighting is maintained so that all areas are well illuminated during evening and nighttime hours, from dusk until dawn.
- ii. Owners shall install additional exterior lighting as requested by MPD.

(4) Security Cameras:

- i. Owners shall maintain the interior and exterior security cameras that are at the Property. Owners shall maintain each camera at the Property to be reasonably inaccessible to customers as to prevent tampering with the cameras. Owner agrees to provide MPD with access to footage from all security cameras at the Property

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

- i. No later than ten (10) days after signing this AVC, Owners shall install and maintain "No Trespassing" and "No Loitering" signs on the Property.
- ii. Owners shall maintain these signs and direct security personnel to enforce prohibitions against trespassing and loitering.

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 AVC.

II. ENFORCEMENT OF TERMS BY OAG. If any of the Parties fail to comply with or complete the obligations set forth in this AVC, the District may provide written notice of such failure or deficiency ("Notice of Default") to the representative for Owners, Nasir Cheema, that will state that the Owners shall have ten (10) days to cure such failure(s) or deficiency(ies). Should Owners fail to timely complete the obligation(s) identified in the Notice of Default, the District can, at its election, file in the Civil Division of the Superior Court of the District of Columbia either a complaint under the Nuisance Act or an action to enforce this AVC.

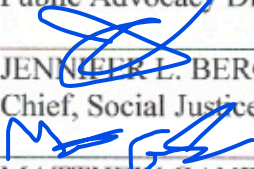
III. TERM OF AGREEMENT. This AVC shall remain in effect for eighteen (18) months from the date of execution of the agreement. After the expiration of this Agreement, if the Property is found to be a nuisance, nothing in this AVC prevents the District from filing any enforcement action.

IV. **NUISANCE LAWSUIT.** The District of Columbia hereby agrees to forego and not institute a lawsuit against Owners hereto under the Nuisance Act with respect to the Property for the duration of this agreement as outlined in Section III, except that the District of Columbia may seek legal recourse against any Party that is in default of its obligations hereunder in accordance with Section II or require additional security measures if the terms of this agreement do not abate nuisance activity at the Property.

AGREED TO BY THE DISTRICT OF COLUMBIA

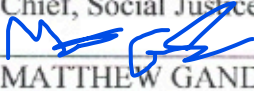
KARL A. RACINE
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KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division



JENNIFER L. BERGER [Bar No. 490809]
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JLB for MG

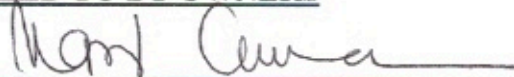


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Attorneys for the District of Columbia

Dated:

AGREED TO BY OWNERS



DATE: 6/17/2022