

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA, <i>Plaintiff,</i> v. ALABAMA PLAZA LLC, <i>Defendant.</i>	Civil Action No.: 2022 CA 002442 B Judge Ebony M. Scott
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ORDER

Upon Plaintiff District of Columbia and Defendant Alabama Plaza LLC’s Joint Motion for Entry of Consent Order, filed March 9, 2023, and consideration of the entire record herein, it is this _____ day of _____ 2023, hereby:

ORDERED that the 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 9th day of March 2023, between Alabama Plaza LLC, a corporation organized and existing under the laws of the District of Columbia (“Defendant”), and the District of Columbia, through the Office of the Attorney General for the District of Columbia (the “District”), to address security-related issues at 2201-2209 Alabama Avenue SE, 3218-3222 22nd Street SE, and 3221-3223 23rd Street SE (the “Property”).

WHEREAS, this Consent Order concerns a commercial shopping center located at the Property;

WHEREAS, on June 2, 2022, the District, through the Office of the Attorney General for the District of Columbia (“OAG”), filed a Complaint alleging violations of the Drug-, Firearm- or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114 (the “Nuisance Act”) and requesting that Defendant abate nuisance activity occurring at the Property;

WHEREAS, Defendant owns and manages the Property; and

WHEREAS, Defendant has entered this Consent Order voluntarily;

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

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

II. **SECURITY MEASURES.**

A. **SECURITY PLAN.** Defendant agrees to a Security Plan at the Property that shall remain in place for the Term of this Consent Order, with “days” meaning “calendar days” throughout the agreement unless otherwise specified. Defendant, or its successor in interest at the Property, shall make the following security improvements:

1. **Physical Security Coverage:**

a. Within seven (7) days of the entry of this Consent Order, and for the Term of this Consent Order, hire and maintain at minimum either (i) one (1) armed and uniformed Off-Duty District Metropolitan Police Department (“MPD”) Officer¹ or (ii) two (2) armed and uniformed security officers from a licensed private security firm to secure and patrol the Property for no less than:

i. Eighteen (18) hours per week, specifically during the times of 2 PM to 8 PM, on Thursday, Friday, and Saturday; or

ii. Twenty-four (24) hours per week during the times established through mutual agreement between the security company, MPD, and the District if, during any sixty (60) day period of the Term of this Consent Order, MPD must respond to any more than six (6) incidents indicating an ongoing Drug and / or Firearm-Related Nuisance, as defined in the Nuisance Act, on the Property.

b. Provide to the District a copy of Defendant’s written agreement for physical security coverage with the entity or individual providing such services.

c. Notify the District in writing before making any subsequent changes to its security officer schedule.

¹ Defendant represents that it intends to hire an Off-Duty MPD Officer to secure and patrol the Property as required in this Consent Order. The District’s agreement to the terms stated herein is premised on this representation from Defendant.

- d. Direct that the armed security personnel on duty, as part of their duties, issue and enforce barring notices at the Property and enforce compliance with “No Trespassing” and “No Loitering” signage at the Property.
- e. Direct the armed security personnel on duty to complete daily logs at the conclusion of each shift. Each daily log must be maintained by Defendant for a minimum of sixty (60) days and provided to MPD upon request. Furthermore, for the duration of the Term of this Consent Order, direct its hired security personnel to send the daily logs to Cullen Hamilton at Cullen.Hamilton@dc.gov on a monthly basis, no later than the last business day of each month.

2. Barring Notices

- a. Upon notification by the District and/or MPD that an individual has engaged in criminal activities at the Property, or upon Defendant becoming otherwise aware of individuals’ engaging in criminal activity or any other violation on the Property that jeopardizes the health, safety, or security of the community or employees, direct the armed security personnel on duty to serve barring notices on said individuals. If necessary, Defendant may request assistance from MPD or the District in serving the barring notice.
- b. Cause its hired security personnel to submit copies of all served barring notices within one (1) week of issuance to MPD, as well as to the District by delivering a copy to the Office of the Attorney General, Social Justice Section, c/o Christopher Peña, to Cullen.Hamilton@dc.gov with the subject heading “Alabama Plaza”.
- c. Direct the armed security personnel on duty to arrest individuals who violate the barring notices or request assistance from MPD in executing such arrests.
- d. In instances where criminal charges are brought against offenders for activity on or around the Property, fully cooperate with the prosecution of criminal trespass and any related charges, including but not limited to, providing oral or written testimony for litigation.
- e. For the avoidance of doubt, nothing in this Consent Order shall obligate Defendant’s individual owner(s) or employee(s), who are not security professionals, to personally serve or enforce any barring notices at the Property. The obligations set forth in this section of the Consent Order, require that Defendant cause the armed security personnel on duty to serve and enforce any such barring notices.

3. “No Trespassing” and “No Loitering” Signs

- a. Within ten (10) days of the entry of this Consent Order, provide proof of “No Trespassing” and “No Loitering” signs on the Property and maintain the signage for the entire Term.
- b. Direct security personnel to enforce prohibitions against trespassing and loitering.
- c. Install additional signs as requested by MPD or the District within ten (10) days of the request.

4. Security Cameras

- a. Maintain the interior and exterior security cameras at the Property for the Term of this Consent Order.
- b. Prevent visual obstructions of the security cameras by paring foliage and repairing broken camera lenses, as needed.
- c. Maintain each camera at the Property to be reasonably inaccessible to customers as to prevent tampering with the cameras.
- d. Provide electronic access to security cameras to MPD.
- e. Provide to the District information regarding security cameras located on the Property, including the specific location(s) for each camera.
- f. Perform weekly checks of all security footage from cameras to ensure optimum visibility and full functionality.
- g. Upon notice from the District or MPD that a camera is not operational or that the footage is not accessible, or upon Defendant’s own identification that a camera is not operational or footage is inaccessible, cause the device to be repaired and access to the footage to be restored within seven (7) calendar days.

5. Fencing

- a. Within fourteen (14) days of signing the Consent Order, install fencing at the Property, specifically through the eastern portion of the Property to separate the space surrounding Creative Korner Early Learning Center, located at 3223 23rd Street SE, from the remainder of the Property’s parking lot to protect as much as feasible the Creative Korner Early Learning Center patrons and staff from any illegal activity in the parking lot.

- b. If fencing is reported broken, initiate repairs within twenty-four (24) hours with the goal of completing the repairs within twenty-four (24) to seventy-two (72) hours.
- c. If, in accordance with Section 1(a)(ii) above, Defendant must increase security coverage due to an increased level of nuisance activity, Defendant shall meet and confer in good faith with MPD and the District to assess and determine the need for additional fencing. Should Defendant refuse to install fencing the District deems necessary, the District retains the right to submit a motion to the Court requesting an order that Defendant shall install the disputed fencing.

6. Exterior Lighting

- a. Ensure that exterior lighting is maintained so that all areas at the property are well illuminated during evening and nighttime hours, from dusk until dawn.
- b. Repair or replace any non-functioning exterior lights within five (5) days of notice from the District or MPD, or of otherwise becoming or being made aware, of defective light fixtures.

7. Janitorial Services

- a. Within seven (7) days of signing the Consent Order, ensure the Property's interior and exterior common areas are maintained free from the appearance of blight. Janitorial services shall include, but 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 should be maintained in proper trash containers or dumpsters.
- b. Perform perimeter checks to identify unclean areas of the Property. Upon identification of an area that needs janitorial services, or upon notice from the District or MPD, direct property management staff to clean the affected area(s) within one (1) business day.

- B. INSPECTION. The District, by and through its agents, reserves the right to inspect, with reasonable notice to Defendant, the exterior grounds and common areas of the Property to verify that Defendant is complying with this Consent Order.

III. SETTLEMENT PAYMENT. The Parties agree that the District may be entitled to damages of \$150 per day for each day post-Notice that Defendant failed to abate the

criminal activity. The District shall suspend \$30,000 in damages, provided that Defendant complies with the terms of this agreement. If the District moves to enforce this Agreement pursuant to Paragraph IV below, which Defendant may oppose, and the Court finds Defendant in contempt of this Consent Order, Defendant shall pay the \$30,000 plus any additional damages the Court awards.

- IV. **ENFORCEMENT OF TERMS BY OAG.** If Defendant fails to comply with or complete the obligations set forth in this Consent Order, the District shall have the right to file in this case a motion to show cause why Defendant should not be held in contempt of court for violating this Consent Order. In such motion to show cause, the District may request that the Court order any form of relief permitted under D.C. Code §§ 42-3110-3111 and 3114, including injunctive relief and damages. Defendant shall have a right to file an opposition to any such motion and appear in Court if a hearing is set to present its defense in response to said filing. By entering this Consent Order, Defendant does not waive any defenses, including any constitutional rights it may choose to argue.
- V. **TERM OF AGREEMENT.** This Consent Order shall remain in effect for two (2) years from the date of execution (the “Term”). After the expiration of this Consent Order, if the District determines the Property is a nuisance, nothing in this Consent Order prevents the District from filing any enforcement action concerning the Property.

CONSENTED TO BY THE DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

JENNIFER C. JONES
Deputy Attorney General
Public Advocacy Division



3/9/2023

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Attorneys for the District of Columbia

Date: March 9, 2023

CONSENTED TO BY ALABAMA PLAZA LLC



Harrison Om

Dated: 3/9/23

IT IS SO ORDERED.

Honorable Ebony M. Scott
Associate Judge

Copies to:

Christopher Peña, Esq.
Jennifer L. Berger, Esq.
Christopher Robertson, Esq.
Chap Petersen, Esq.