

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

In the Matter of:

209 Florida Ave NW

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“AVC”) is made this 24th day of January, 2023, by and between William Early (“Owner”), and the District of Columbia, through the Office of the Attorney General for the District of Columbia (“District”), to address security-related issues at 209 Florida Avenue NW, Washington, D.C. 20001.

WHEREAS, this AVC concerns Owner’s property located at 209 Florida Avenue NW, Washington, D.C. 20001 (the “Property”);

WHEREAS, on September 16, 2022, the District served Owner with a notice letter alerting it 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 Owner 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, Owner and the District agree to the following:

I. SECURITY IMPROVEMENTS

A. SECURITY PLAN. Owner agrees to institute the following Security Plan at the Property:

(1) Barring Notices:

- i. Upon notification by the District and/or MPD that an individual has engaged in criminal activity at the Property, or upon either of the Parties

becoming otherwise aware of a non-tenant individual engaging in criminal activity or any other violation on the Property that jeopardizes the health, safety, or security of the community or employees, Owner shall make reasonable efforts to serve barring notices for said individual. If necessary, the Owner may request assistance from MPD or the District in serving the barring notice.

- ii. Owner shall 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 Matthew Meyer to Cullen.Hamilton@dc.gov with the subject heading "209 Florida Avenue NW".
- iii. In instances where criminal charges are brought against offenders for activity on or around the Property, Owner shall fully cooperate with the investigation and prosecution of those charges, including, but not limited to, providing oral or written testimony for litigation, and cooperating with preparation for that testimony.

(2) Security Cameras:

- i. Owner shall maintain exterior security cameras over the rear and front entrance of the Property to provide a 360-degree, full view of the Property. Owner shall maintain each camera at the Property to be reasonably inaccessible to individuals as to prevent tampering with the cameras. Owner agrees to provide MPD or the District with access to footage from all security cameras at the Property upon request. Camera footage will be retained for at least 24 hours.
- ii. Owner shall install additional cameras as requested by MPD or the District within ten (10) days of the request.

(3) Leasing:

- i. Owner shall initiate an eviction proceeding against the current tenant at the Property. Owner shall apply to the Department of Licensing and Consumer Protection for a basic business license within seven (7) days of this agreement. Owner shall provide evidence that a Complaint has been filed in D.C. Superior Court by no later than 40 days after a business license has been issued by the Department of Licensing and Consumer Protection.
- ii. Owner shall not allow lessees to operate or maintain illegal businesses at the Property, including but not limited to, businesses that constitute a violation of the Nuisance Act.

- iii. Owner agrees provide to MPD and the District the current lease agreement at the Property and will provide any future lease prior to the Owner leasing the Property.
- iv. Owner shall ensure that any future lease agreement contains a provision that explicitly allows Owner to issue barring notices against non-resident individuals.

B. INSPECTION. The District, through its agents, reserves the right to inspect, without notice, the exterior grounds, and common areas of the Property to verify that Owner is complying with this AVC.

II. ENFORCEMENT OF TERMS BY OAG. If Owner fails 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 Owner, William Early. Should Owner fail to 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 through December 1, 2025. After the expiration of this Agreement, if the District determines that the Property is 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 Owner 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 may seek legal recourse against Owner if it defaults of its obligations hereunder in accordance with Section II.

AGREED TO BY THE DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

JENNIFER JONES
Deputy Attorney General
Public Advocacy Division



1/25/2023

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

Matthew Meyer Digitally signed by Matthew Meyer
Date: 2023.01.24 10:34:12 -05'00'

MATTHEW MEYER, Bar No. 1045084
Assistant Attorney General

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Attorneys for the District of Columbia

Dated:

AGREED TO BY OWNER:


William Early

1/25/2023