

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



In the Matter of:

Ivy City Lodging, LLC

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“AVC”) is made this 17th day of September 2024, by and between Ivy City Lodging, LLC (the “Owner”), and the District of Columbia, through the Office of the Attorney General for the District of Columbia (“the District”), to address unlawful activity that is alleged to have occurred at 1615 New York Avenue NE, Washington, D.C. 20002.

I. BACKGROUND

1. This AVC concerns a commercial property located at 1615 New York Avenue NE, Washington, D.C. 20002 (the “Property”).
2. On March 16, 2024, the District served Owner with a 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 Owner abate the alleged nuisance activity occurring at the Property. The Owner does not admit to being party to or responsible for any such alleged violations.
3. 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.

II. SECURITY IMPROVEMENTS

A. SECURITY PLAN. The Parties agree to institute the following Security Plan at the Property, which shall remain in place for the Term of Agreement, as defined in Section IV below.

(1) Physical Security Coverage:

- i. Owner agrees to maintain security personnel at the Property pursuant to the terms of the June 30, 2024, "Security Services Agreement" between Ivy City Hotel and GQ Security Services, Inc. ("the Security Services Agreement"), which is incorporated by reference into this Agreement as Appendix A.
- ii. The Owner agrees to increase the presence of one (1) security guard at the Property from thirty-six (36) hours to forty-six (46) hours per week, broken down as follows: on Sunday, Monday, Tuesday, and Wednesday, the security guard will be present at the Property for six (6) hours, from 10:00 P.M. to 4:00 A.M., each day; and on Friday and Saturday, the security guard will be at the Property for eight (8) hours, from 8:00 P.M. to 4:00 A.M., each day. This increase is in accordance with the Security Services Agreement. The Owner reserves the right to modify security hours based on seasonality, provided that the total security coverage and presence shall not be reduced below forty-six (46) hours per week as stipulated above.
- iii. If the Security Services Agreement is terminated, lapses, or is otherwise rendered inoperative, Owner agrees to execute a new Agreement for security services that maintains at least the presence of security personnel as required in this Agreement.

(2) Exterior Lighting:

- i. Owner shall ensure that the current exterior lighting is maintained so that all areas of the Property are well-lit during evening and nighttime hours, from dusk until dawn.

(3) Security Cameras:

- i. Owner shall maintain the current security cameras and security camera monitoring service at the Property.
- ii. Owner shall register the current security cameras with the District's Camera Connect Program, which shares the security footage with the Metropolitan Police Department's (MPD) Real Time Crime Center.

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 compliance with the terms of this AVC.

III. ENFORCEMENT OF TERMS BY OAG. If the 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, Beau Athia, and the Owner shall have ten (10) business days to cure such failure(s) or deficiency(ies). Should

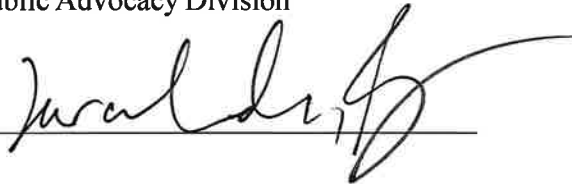
Owner fail to timely complete the obligation(s) identified in the Notice of Default, the District can, at its election, file in the Civil Division of the Superior Court of the District of Columbia either a complaint under the Nuisance Act or an action to enforce this AVC.

- IV. TERM OF AGREEMENT.** This AVC shall remain in effect for thirteen (13) months from July 1, 2024, when Owner implemented the Security Improvements.
- V. NUISANCE LAWSUIT.** Nothing in this AVC prevents the District from filing an enforcement action if nuisance activity continues at the Property or if Owner fails to comply with the terms of this AVC.

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



A handwritten signature in black ink, appearing to read 'Jennifer Jones', is written over a horizontal line.

LAURA C. BECKERMAN
Acting Chief, Housing and Environmental Justice Section
Public Advocacy Division



A handwritten signature in black ink, appearing to read 'Emily Richard', is written over a horizontal line.

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Attorneys for the District of Columbia

Dated: 9/17/24

AGREED TO BY OWNER

Ivy City Lodging, LLC.

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DATE: 9/13/2024