

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

DISTRICT OF COLUMBIA,

Plaintiff,

v.

**NEW BETHEL BAPTIST CHURCH
HOUSING CORPORATION, INC., et al.,**

Defendants.

Case No.: 2021 CA 000511 B

Judge Juliet J. McKenna

CONSENT JUDGMENT AND ORDER

This matter comes before the Court on the joint motion of Plaintiff District of Columbia (the “District”), through the Office of the Attorney General, jointly with Defendants New Bethel Baptist Church Housing Corporation, Inc. (“New Bethel”) and Evergreen 801 RI Apartments LLC (“Evergreen”; and collectively with New Bethel, the “Defendants”) pursuant to SCR-Civ. 68-I, for entry of this Consent Judgment and Order (the “Consent Order”) to resolve the District’s claims in this matter against Defendants. The District and Defendants (collectively, the “Parties”) agree to the relief set forth in this Consent Order, and the Court finds that the entry of the Consent Order is in the public interest.

I. PARTIES

1. The District is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. The Attorney General is authorized to enforce the Tenant Receivership Act (the “TRA”), D.C. Code §

42-3651, *et seq.*, and the Nonprofit Corporation Act (the “NCA”), D.C. Code § 29-401.01, *et seq.*, and to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for violations of the Consumer Protection Procedures Act (the “CPPA”), D.C. Code § 28-3901, *et seq.*

2. New Bethel is a nonprofit corporation organized under the laws of the District of Columbia with its principal place of business at 1729 9th Street, N.W., Washington, D.C. 20001.

3. Evergreen is a limited liability company organized under the laws of the District of Columbia with its principal place of business at 750 Quebec Place, N.W., Washington, D.C. 20010. Evergreen is the ground lessee of the Property (as defined in Section II below) excluding the Foster House (as defined in Section II below) and the real property upon which the Foster House stands.

II. DEFINITIONS

4. “Property” means the real property and improvements located in square 396-N and lot 0006 and having a street address of 801 Rhode Island Avenue, N.W., Washington, D.C. 20001.

5. “Foster House” means the rental housing accommodation located on the Property, and which is known more familiarly as the Foster House Apartments.

6. “Redevelopment” means any substantial rehabilitation of the Property, including but not limited to any new construction and/or addition of new units of housing on the Property.

7. “Capital Event” is defined as a sale of the Property, refinancing of the Property, or entry of a new financial partner into either New Bethel or Evergreen, provided the sale, refinancing, or entry of a new financial partner results in proceeds of at least the amount to satisfy the total financial commitments agreed to by Defendants in this Consent Order.

8. “Effective Date” is the date the Court approves and enters this Consent Order.

III. PROCEDURAL AND FACTUAL BACKGROUND

9. On February 19, 2021, the District filed its Complaint against Defendants, alleging violations of the TRA, CPPA, and NCA.¹ On April 15, 2021, the District filed its First Amended Complaint against Defendants. New Bethel filed an Answer to the First Amended Complaint on May 17, 2021. Evergreen filed an Answer to the First Amended Complaint on July 6, 2021.

10. The District alleges that between 2018 and the present, the Foster House experienced deteriorating housing conditions caused by Defendants' refusal to maintain Foster House and make timely repairs, resulting in government inspectors working on behalf of the U.S. Department of Housing & Urban Development, the D.C. Department of Consumer & Regulatory Affairs, the D.C. Housing Authority, and the Office of the Attorney General identifying hundreds of violations of the Housing Code, Property Maintenance Code, and indoor mold law and implementing regulations.

11. The District contends that Defendants' misrepresentation of their intention to maintain the Foster House and abate serious life-threatening housing conditions violates the CPPA, D.C. Code §§ 28-3904 (a) (d) (e) and (f).

12. The District also alleges that the continual violations of the D.C. Housing and Property Maintenance Codes demonstrate unlawful and deceptive business practices that also violate the CPPA, D.C. Code § 28-3904(dd), and subjected tenants to illegal housing conditions in violation of the TRA.

13. The District alleges that New Bethel, as a 501(c)(3) charitable organization, has abused and is continuing to abuse the authority conferred on it by District law in violation of the NCA, D.C. Code §§ 29-412.20(a)(1)(B) and (C). The District contends that New Bethel's

¹ The District alleged violations of the NCA against New Bethel only.

consistent failure to abate continual violations of the Housing Code, Property Maintenance Code, and federal housing standards, not only violates its Articles of Incorporation, but also the NCA.

14. On April 13, 2023, the Court appointed a receiver (the “Receiver”) to oversee the operations of the Foster House pursuant to the TRA. In its order, the Court found that New Bethel’s failure to abate housing code violations demonstrated a pattern of neglect for at least 30 consecutive days that posed a serious threat to the health and safety of the tenants in violation of D.C. Code § 42-3651.02(b). Second, the Court concluded that New Bethel violated the TRA, D.C. Code § 42-3651.02(a), by failing to timely abate numerous housing code violations cited by the District’s housing enforcement agency. The Court made no findings as to Evergreen in its order and Evergreen was not subject to the receivership.

15. Defendants deny the allegations in the Complaint and deny that they have violated any law or engaged in deceptive or unfair practices. Evergreen also denies that it is a merchant for purposes of the award of penalties under the CPPA, D.C. Code § 28-3909(b), and further denies that it is an owner, property manager, or otherwise holds any interest in the Foster House and avers it is merely the ground lessee of the Property excluding the Foster House and the real property upon which the Foster House stands. However, Defendants agree to be liable to pay such amounts as set forth herein to fully resolve this litigation and associated disputes.

16. Nothing contained in this Consent Order is or may be construed to be an admission by Defendants of any violation of any laws or regulations, or of any matter of fact or law, or of any liability or wrongdoing, whether in this litigation or any other matter, whether threatened or pending before any court or administrative tribunal.

17. The Parties have agreed to the relief set forth in this Consent Order in order to fully resolve this litigation and associated disputes.

IV. APPLICATION

18. The provisions of this Consent Order shall apply to Defendants. Defendants will cause their principals, officers, directors, and all persons or entities that Defendants control or have the ability to control, including without limitation their employees, agents, successors, assignees, affiliates, merged or acquired entities, or wholly owned subsidiaries, and all other persons acting in concert with Defendants, jointly or severally, now and in the future, to be notified of this Consent Order and to the extent that this Consent Order may apply to their duties, to comply with its terms.

V. PAYMENT TO THE DISTRICT

19. The Parties' preference is to create and maintain affordable housing at the Property. To that end, the District agrees to reduced payments of penalties and restitution if Defendants: (i) within one (1) year from the Effective Date, enter a contract to sell the Property to a buyer ("Purchaser") that makes enforceable commitments to create and maintain affordable housing at the Property as described in paragraph 20 below, and (ii) within the greater of: (x) one (1) year of the date of the qualifying contract of sale, or (y) that date that is ninety (90) days after the expiration of rights, if any, pursuant to the Rental Housing Conversion and Sale Act of 1980, as currently amended and including any future amendments (D.C. Code § 42-3401.01, *et seq.*) (the "Sale Act"), Defendants close on a sale of the Property and Purchaser records an affordable housing covenant that satisfies the requirements of paragraph 20 below on the Property.

a. Payment With Affordable Housing Created and Maintained at the Property

If, within one (1) year of the Effective Date, Defendants enter a contract with a Purchaser that satisfies the requirements of paragraph 20 below, and within the greater of: (x) one (1) year of the date of the qualifying contract of sale, or (y) that date that is ninety (90) days after the expiration of rights, if any, pursuant to the Sale Act,

Defendants close on a sale of the Property and Purchaser records an affordable housing covenant that satisfies the requirements of paragraph 20 below on the Property, then Defendants shall pay the total amount of \$1,650,000 to the District for restitution and penalties, comprised of \$650,000 for restitution to tenants and \$1,000,000 in civil penalties. Defendants shall provide notice to the District within ten (10) business days of entering a qualifying contract of sale, and Defendants shall provide notice to the District at least ten (10) business days prior to closing on any contract of sale for the Property. Defendants shall pay the portion of the payment for restitution (\$650,000) at the earlier of either: (i) the closing of a Capital Event; or (ii) within one (1) year of the Effective Date. Defendants shall pay the portion of the payment for civil penalties (\$1,000,000) at the earlier of either: (i) the closing of a Capital Event; or (ii) if a Capital Event does not occur within two (2) years of the Effective Date, then Defendants shall pay the portion of the payment for civil penalties (\$1,000,000) in increments of at least \$350,000 per year until a Capital Event occurs, at which point Defendants shall pay any remaining balance due for the portion of the payment for civil penalties.

b. Payment Without Affordable Housing Created at the Property

If: (i) within one (1) year of the Effective Date, Defendants do not enter a contract with a Purchaser that satisfies the requirements of paragraph 20 below, or (ii) Defendants enter a qualifying contract but, within the greater of: (x) one (1) year of the date of the qualifying contract of sale, or (y) that date that is ninety (90) days after the expiration of rights, if any, pursuant to the Sale Act, fail to close on a sale and a Purchaser fails to record an affordable housing covenant that satisfies the requirements of paragraph 20 below on the Property, then Defendants shall pay the total amount of \$6,050,000 to the

District for restitution and penalties, comprised of \$800,000 for restitution to tenants and \$5,250,000 in civil penalties. Defendants shall provide notice of the Defendants' failure to enter a qualifying contract of sale to the District within ten (10) business days of the one-year deadline, or, provided an extension is granted by the District in its sole discretion, within ten (10) business days of the expiration of the extension. Defendants shall pay the portion of the payment for restitution (\$800,000) within sixty (60) days after the date that is the earlier of either: (i) the closing of a Capital Event; or (ii) one (1) year of the Effective Date. Defendants shall pay the portion of the payment for civil penalties (\$5,250,000) at the earlier of either: (i) the closing of a Capital Event; or (ii) if a Capital Event does not occur within two (2) years of the Effective Date, then Defendants shall pay the portion of the payment for civil penalties (\$5,250,000) in increments of at least \$350,000 per year until a Capital Event occurs, at which point Defendants shall pay any remaining balance due for the portion of the payment for civil penalties.

c. Money Judgment and Recording of Lien

1. To ensure payment of restitution and penalties due under this Consent Order, Defendants agree that, at the time of approval and entry of this Consent Order, the Court also shall enter a money judgment in the form attached as Exhibit A, in favor of the District and against both Defendants jointly and severally, and against the Property, for the total amount of \$6,050,000, which the District shall duly record as a lien on the Property with the D.C. Recorder of Deeds, along with a copy of this Consent Order. The money judgment shall not accrue any interest. The District

acknowledges that Defendants' lender, EagleBank, recorded a deed of trust on the Property with the D.C. Recorder of Deeds, and the District further agrees that the District's money judgment shall be subordinate to EagleBank's deed of trust.

2. If, within one (1) year of the Effective Date, Defendants enter a contract with a Purchaser that satisfies the requirements of paragraph 20 below, then, within ten (10) business days of receiving notice from Defendants as provided in paragraph 19.a. above, the District shall (i) file a consent motion with the Court to modify the money judgment to reflect a reduced total amount of \$1,650,000, and (ii) the District simultaneously shall duly record with the D.C. Recorder of Deeds a Notice of Partial Release of Lien, reflecting that the amount due on the judgment lien is reduced to \$1,650,000.
3. If Defendants fail to close on the qualifying contract of sale and Purchaser fails to record an affordable housing covenant that satisfies the requirements of paragraph 20 below on the Property within the greater of: (x) one (1) year of the date of the qualifying contract of sale, or (y) that date that is ninety (90) days after the expiration of rights, if any, pursuant to the Sale Act, then the District shall file a consent motion with this Court to modify the money judgment to reflect an increased total amount of \$6,050,000, which the District shall duly record as an amended lien against Defendants jointly and severally and on the Property with the D.C. Recorder of Deeds, along with a copy of this Consent Order.

4. Defendants further agree that if, after entering a qualifying contract with a Purchaser that satisfies the requirements of paragraph 20 below, the Purchaser and/or Defendants at any point alter, modify, cancel, or terminate such contract of sale, or Purchaser provides notice to Defendants that it does not intend to close on the contract of sale, or Defendants provide notice to Purchaser that it alleges Purchaser is in breach or default of the contract of sale, then Defendants shall provide notice to the District within five (5) business days.

d. Payment of Funds from the Tenant Receivership Abatement Fund

In addition to the payments required under paragraphs 19.a and 19.b. above, as the case may be, within two (2) years of the Effective Date, Defendants shall pay the total amount of \$700,000 plus simple interest² to the District for reimbursement of funds expended at the Property from the Tenant Receivership Abatement Fund. Interest on the \$700,000 shall continue to accrue at six percent (6%) *per annum* (\$115.07 *per diem*), beginning on the Effective Date and accruing through the date that Defendants make final payment to the District.

e. Payment Instructions

All payments to the District shall be made by either: (i) cashier's check made payable to "D.C. Treasurer" and delivered to Althea Geletka (or such other individual so designated by the District) at the Office of Attorney General for the District of Columbia, 400 6th Street, N.W., 10th Floor, Washington, D.C. 20001; or (ii) by

² The Parties stipulate that as of the Effective Date, the interest owed to the District is \$40,000, for a total owed to the District as of the Effective Date in the amount of \$740,000.

electronic funds transfer pursuant to the written instructions provided by the Office of the Attorney General for the District of Columbia. Payments made to the District as penalties may be used for any lawful purpose, including, but not limited to: deposit to the District's litigation support fund or restitution fund; defrayal of the costs of the inquiry leading hereto; defrayal of the costs of administration or distribution; or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia.

VI. AFFORDABLE HOUSING COMMITMENT

20. In order to qualify for the lower payments of restitution and penalties set forth in paragraph 19.a. above, Defendants must, by the Effective Date, enter a contract for sale of the Property with a buyer ("Purchaser") with the following terms:

a. Purchaser agrees to create and maintain:

1. at least forty-six (46) units of housing at the Property that shall be affordable to and reserved for households earning equal to or less than fifty percent (50%) of the Median Family Income ("MFI"), of which at least fifteen (15) of these units may be used to meet the requirements of the Inclusionary Zoning program (D.C. Code § 6-1041.01, *et seq.*, as may be amended), and in all cases based on the most recent income limits and with eligible tenants paying no more than the maximum housing cost for fifty percent (50%) of MFI as published by the D.C. Department of Housing and Community Development ("DHCD"); and

2. in addition to the forty-six (46 units) required under paragraph 20.a.1., at least thirty (30) units of housing at the Property that shall be affordable to and reserved for households earning equal to or less than eighty percent (80%) of the MFI based on the most recent income limits and with eligible tenants paying no more than the maximum housing costs for eighty percent (80%) of MFI as published by DHCD. Purchaser agrees that the District shall be a third-party beneficiary to the contract of sale for purposes of enforcement against Purchaser of the affordable housing commitments contained in the contract of sale;
- b. Purchaser agrees that at the closing of the sale of the Property from Defendants to Purchaser, Purchaser shall execute with the District an affordable housing covenant with a term of at least thirty (30) years and duly recorded with the D.C. Recorder of Deeds containing the same affordability commitments set forth in paragraph 20.a.;
- c. Purchaser agrees to accept District and federal rental assistance for tenants who are eligible in accordance with their duties as a housing provider under District and federal law;
- d. Purchaser agrees the Redevelopment of the Property shall include at least 9 3-bedroom units, at least 13 2-bedroom units, at least 8 1-bedroom units and at least 4 studio units;

- e. Purchaser agrees that tenants who occupied the Property as of April 30, 2023, including tenants who were temporarily relocated to hotels, will have the right to return to the Property to a unit of similar size and amenities as their current unit as of April 30, 2023. The list of such qualifying tenants is attached to this Consent Order as Exhibit B. The Receiver shall provide an updated list to the District and the Defendants with each tenant's current phone number, email address, and mailing address, which the Parties will file as an amended Exhibit B with this Court. Purchaser will hold open units for these tenants for ninety (90) days once the Redevelopment is complete, with the Purchaser extending that period by no more than an additional ninety (90) days if a tenant's circumstances require it, including if a tenant needs an accommodation for disabilities or will be subject to penalties for breaking the tenant's current lease;
- f. Purchaser agrees to offer tenants listed in Exhibit B who exercise the right of return one of the units affordable to households earning up to fifty percent (50%) or up to eighty percent (80%) MFI, at whichever affordability level corresponds to the tenant's current household income, provided the household qualifies for such a unit. If the household does not qualify for one of the affordable units, the tenant shall be offered a unit at market rate;

- g. Purchaser agrees that, within one hundred twenty (120) days following ratification of the contract of sale, it will create a mechanism for tenants listed in Exhibit B to provide Purchaser with updated contact information if tenants' contact information changes prior to completion of the Redevelopment. Purchaser agrees to inform tenants listed in Exhibit B of this mechanism within one hundred eighty (180) days following ratification of the contract of sale;
- h. Purchaser agrees that it will provide each tenant listed in Exhibit B with at least one hundred eighty (180) days' notice prior to completion of the Redevelopment (the "180-Day Notice Period"), with the notice setting forth the tenant's right to return, the projected timeline for completion of the Redevelopment, the Purchaser's agreement to accept any federal and local rental assistance, and the tenant's right to meet with Purchaser at any time during normal business hours (9 a.m. to 5 p.m.) Monday through Friday or such other times as Purchaser and the tenant(s) may mutually agree upon for the purposes of confirming the tenant's eligibility to move into an affordable unit at the Property;
- i. Purchaser agrees that if it sells, conveys, or transfers any of its interest in the Property following its purchase of the Property and prior to the satisfaction of paragraphs 20.b. through 20.h., then Purchaser will include in any contract related to such sale, conveyance, or transfer all of the above affordable housing commitments as requirements for the new contracting entity, including that the District is a third-party beneficiary of said contract for purposes of enforcement of the affordable housing commitments against the new entity;

j. Purchaser agrees that if it sells, conveys, or transfers any of its interest in the Property following its purchase of the Property without regard to the satisfaction of paragraphs 20.b. through 20.h., then Purchaser will include in any contract related to such sale, conveyance, or transfer, that the new entity is bound by the affordable housing covenant for the period of years remaining on that covenant.

21. The District, in its sole discretion, may agree to an extension of any of the deadlines set forth in paragraph 19, upon request by the Defendants. Along with any such request, Defendants shall provide documentation that they have made significant progress towards securing a Purchaser and entering a contract of sale with the requirements set forth in paragraph 20 above.

VII. RECEIVERSHIP

22. The Receiver shall not proceed with any further renovation of the Property and shall continue to maintain the Property in compliance with its duties under the April 24, 2023 Second Amended Order Appointing Tenant Receiver (“Receivership Order”) until otherwise ordered by this Court. The receivership will only be terminated pursuant to D.C. Code § 42-3651.07 and the terms of the Receivership Order.

23. New Bethel remains financially responsible for the receivership. Prior to the termination of the receivership, New Bethel agrees to pay the Receiver any remaining compensation owed to the Receiver for services provided and pay any other amount necessary to fulfill New Bethel’s obligations and duties under the TRA pursuant to D.C. Code § 42-3651.07. Compensation due to the Receiver through the end of October 2024 is estimated to be \$120,000.

VIII. ADDITIONAL TERMS

24. Defendants agree to make all good faith efforts to enter into contracts consistent with paragraphs 19 and 20.

25. This Consent Order applies to and binds the Receiver, where applicable, consistent with the Court's authority under the Tenant Receivership Act and the Court's Receivership Order.

26. Defendants agree that, for as long as they retain any ownership or other financial interest in the Property, they shall comply with all of the requirements set forth in paragraph 20 above, including all of the provisions applicable to any Redevelopment of the Property and the right of those tenants listed in Exhibit B to return to the Property.

27. New Bethel shall forgive all rents owed and unpaid to it by current and former tenants at the Foster House through the time that the final tenant who uses a relocation voucher relocates from the Foster House.

28. Defendants shall not enter into new lease agreements at the Property (including the Foster House) or in any other way allow the Property (including the Foster House) to be reoccupied until the completion of the Redevelopment and prior to the expiration of the 180-Day Notice Period as set forth in paragraph 20.h.

29. Notwithstanding the provisions of this Consent Order, tenants have no obligation to return to the Property, and Defendants and tenants are free to negotiate and mutually agree to their own relocation agreements as they so choose, including, without limitation, changing the terms of the tenant right of return.

30. This Consent Order fully disposes of all claims by the Parties, and the District hereby releases Defendants and Defendants' insurers (including, without limitation, Harford Mutual Insurance Company) from all claims that the District asserted or could have asserted in this action under the CPPA, D.C. Code §§ 28-3901, *et seq.*, the NCA, D.C. Code § 29-401.01, *et seq.*, and the TRA, D.C. Code § 42-3651, *et seq.*, based on the facts alleged in the First Amended Complaint. New Bethel agrees to execute and file a Stipulation of Dismissal and accompanying

motion in its appeal against the District in Case Number 23-CV-0406, within ten (10) days of the Effective Date.

31. In the event any Defendant fails to comply with any term of this Consent Order, the District reserves the right to file a motion with the Court to direct the relevant Defendant(s) to comply with the terms of this Consent Order and to show cause why the Court should not hold the relevant Defendant(s) in contempt. The District reserves the right to request appropriate injunctive or equitable relief as a remedy for any Defendant's noncompliance and to seek attorneys' fees and costs for any time and action to bring the Defendant(s) into compliance.

32. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

33. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

34. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the Plaintiff District of Columbia
Ryan Wilson, Esq.
Senior Trial Counsel
Office of the Attorney General
400 Sixth Street, NW
Washington, D.C. 20001
Ryan.Wilson@dc.gov

For the Defendant Evergreen
Evergreen 801 RI Apartments LLC

Attn. Joe A. Carrol
750 Quebec Place, N.W.
Washington, D.C. 20010
Joe.a.carrol@gmail.com

With a copy to
Richard W. Luchs, Esq.
Joshua M. Greenberg, Esq.
Alexandria J. Smith, Esq.
Greenstein DeLorme & Luchs, PC
801 17th Street, N.W., Suite 1000
Washington, D.C. 20006
rwl@gdllaw.com jmg@gdllaw.com ajs@gdllaw.com

For the Defendant New Bethel
Dexter U. Nutall
1739 9th Street, N.W.
Washington, DC 20001
dnutall@newbetheldc.org

With a copy to
Margaret Fonshell Ward, Esq.
DOWNS WARD BENDER HERZOG & KINTIGH, P.A.
Executive Plaza 3, Suite 400
11350 McCormick Road
Hunt Valley, MD 21031
mward@downs-ward.com

35. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

36. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other

provision had not been contained herein.

37. Nothing in this Consent Order shall be construed as relieving Defendants of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

38. Defendants shall deliver a copy of this Consent Order to each of its respective current and future principals, officers, directors, and managers having decision-making authority with respect to the subject matter of this Consent Order.


39. Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.

For Plaintiff District of Columbia

BRIAN L. SCHWALB
Attorney General for the District of Columbia

JENNIFER JONES
Deputy Attorney General

BETH MELLEEN
Assistant Deputy Attorney General



RYAN C. WILSON [1013907]
Senior Trial Counsel

FRANCESCA GIBSON [1617276]
ALEC BOWMAN [9001907]
JUDE NWAOKOBIA [1044092]
Assistant Attorneys General Public
Advocacy Division
400 6th Street, NW, 10th Floor
Washington, D.C. 20001

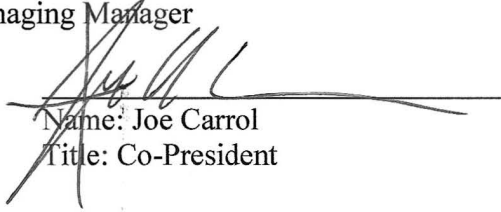
(202) 741-0770 (phone)
(202) 370-7631 (fax)
Email: ryan.wilson@dc.gov

Attorneys for the District of Columbia

**EVERGREEN 801 RI APARTMENTS LLC
a District of Columbia limited liability company**


By: EVERGREEN 801 RI PARTNERSHIP LLC
a District of Columbia limited liability company
Its: Manager

By: EVERGREEN 801 RI MANAGER LLC
a District of Columbia limited liability company
Its: Managing Manager

By: 
Name: Joe Carrol
Title: Co-President

For Defendant New Bethal Baptist Church Housing Corporation, Inc.

By: New Bethal Baptist Church Housing Corporation, Inc.
a District of Columbia non-profit corporation

By: 
Name: Dexter Nutall
Title: President

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

Judge Juliet J. McKenna