

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA

Plaintiff,

v.

THE ESTATE OF FREDERICK B. INCE

Defendant.

Civ. No. 2018 CA 001936 B

PRELIMINARY INJUNCTION CONSENT ORDER

THIS PRELIMINARY INJUNCTION CONSENT ORDER (“Agreement”) made this 18TH day of May 2018, by and between the Estate of Frederick B. Ince (hereinafter “Owner”), by and through the Estate’s personal representative Peter J. Ince, and the District of Columbia (“the District”), to address the past, present, and future illegal conduct occurring at 1100 Eastern Avenue NE, Washington, DC 20019 and 1102 Eastern Avenue NE, Washington, DC 20019 (collectively “the Properties”) by patrons and/or third parties, and to facilitate a reduction of nuisance activities and incidents of violent crimes occurring at the Properties. Accordingly, the District and the Owner enter into this Agreement in lieu of continuing litigation and without admission of fact, fault or liability, and it is hereby ordered that:

1. **Security Provisions**: Owner shall undertake or continue the following security measures within fourteen (14) days of the execution of this Agreement:
 - a. Provide to the District, to the extent reasonably available, information regarding all functioning security cameras and lights located on the Properties. Such information shall include: invoices, brand, serial number(s), and specific location(s).

- b. Owner shall install and maintain adequate lighting fixtures on the Properties, and will use its best efforts to ensure that its tenants turn on the lights as required.
Specifically: at least three (3) high-power-wattage lights in the front of the property, and at least one (1) high- power-wattage light on the side of the property adjacent to Sunny's Chicken and Fish as depicted on Exhibit A.
- c. The Owner shall continue to use its best efforts to cause its tenants to maintain the current high-definition security camera system on the Properties. Owner shall install an additional camera as depicted on Exhibit A, unless otherwise agreed by the parties.
- d. Owner shall use its best efforts to cause its tenants to provide electronic access to security cameras to the Metropolitan Police Department ("MPD").
- e. Owner shall install and maintain a 6ft high fence to close off the parking lot area of the Properties which shall extend from the corner of Sunny's Chicken and Fish Restaurant to Eastern Avenue, and over to Sheriff Road, ending at Little Jewels Daycare at 5216 Sheriff Road NE in accord with Exhibit B. There should be no access to the public inside of this fence. If it is determined that the public on any occasion has entered this fenced area, this area will be restricted from all use.
- f. The District will notify Owner in writing if, after a three (3) week period, the 6ft high fence does not abate the nuisance activity at the property. Owner agrees that, within fifteen days of receipt of such written notice from the District, Owner will either:
 - i. Hire armed security personnel to be present at the Properties pursuant to the District's recommendations for four (4) hours a day until the nuisance

is abated or Properties are sold. The District will revisit the need for security every 30 days and will promptly inform Owner if there is no longer a need for security personnel; or

- ii. Engage in discussions with the District to change the schedule posted in paragraph (1)(f)(i) and enter a subsequent written agreement. If by day fifteen (15), no agreement is reached, Owner must implement security recommendations subject to paragraph (1)(f)(i) in this agreement; or
- iii. file a Motion with the Court requesting an emergency hearing to dispute the District's determination that the nuisance has not been abated.

- g. Owner also agrees that if it is determined that there is nuisance activity at the Properties three (3) weeks after the installation of the fence, that security personnel will, as part of their duties, enforce barring notices at the Properties. In instances where Owner, through security agents, becomes aware, separate and apart from the District's notification, of any individuals or patrons who engage in criminal activities or commit other violations on the Properties that jeopardizes the health, safety, or security of the community or tenants, it will permanently bar these individuals. Owner, upon notification and receipt of documentation from the District that any individual or patron has engaged in criminal activities at the Properties, shall, through security personnel, permanently bar such guest. Owner shall submit copies of all served barring notices within (1) week of issuance to MPD, as well as to the District by delivering a copy to the Office of the Attorney General, Housing and Community Justice Section, c/o Althea Geletka, Althea.Geletka@dc.gov.

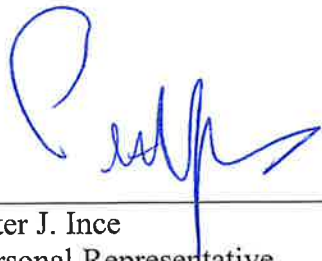
g. Owner shall install, maintain and enforce “No Trespassing” and “No Loitering” signs. Installation and maintenance of any additional or current “No Loitering” or “No Trespassing” signs shall be in accord with Exhibit A.

2. **Default:** Upon the occurrence of the first event regarded by the District as a default under this Agreement, the District shall notify Owner of this default in writing. Owner shall have twenty-one (21) days from receipt of the District’s notice to correct or to demonstrate that a default did not occur. If there is no cure or upon any additional act of default, the District reserves the right to proceed with litigation under *District of Columbia v. Estate of Frederick B. Ince*, pursuant to DC Code § § 42–3101 - 3114, the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, and shall be entitled to file a Motion to Show Cause seeking the immediate entry of an Order for Contempt, provided that Owner reserves the right to challenge the allegation of default and/or the relief requested

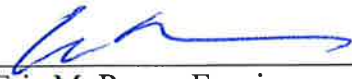
3. **Term of Agreement:** This Order shall remain in effect until May 18TH, 2019 or until Owner has transferred the Properties to new ownership. After the expiration of this Order, if the Properties are found to be a nuisance, the Parties agree that the District may recommence this litigation against the owner, so long as the District provides notice pursuant to DC Code § 42–3103 (b).



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IT IS SO ORDERED.



Judge Elizabeth Wingo



Date

High def
Camera's facing
walkway &
parking lot
toward CUS

NL
Sign

SUNNY CHICKEN & FISH
FRIED CHICKEN BUFFALO WINGS FISH

high-powered
wattage lighting



NL Sign

high-powered
wattage lighting



Uncle Lee's LIQUOR
OPEN 7 DAYS . DISCOUNTED PRICES
202-388-0334
WE ALWAYS TRY OUR BEST TO GIVE YOU THE BEST PRICES!

high-powered
wattage lighting



High Def Camera's
facing the parking lot
at CUS



PLAINTIFF'S
EXHIBIT
A

High Def
Camera

High - powered
wattage lighting
fixture

No Loitering
Sign





1100 Eastern Ave NE

LIGHT

CAMERA

Fence

1100 Eastern Ave NE

PLAINTIFF'S EXHIBIT B