

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

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**1828 Q ST. PARTNERS, LLC,**

*Defendant.*

Civ. No. 2020 CA 004428 B

**CONSENT JUDGMENT AND ORDER**

This CONSENT JUDGMENT AND ORDER (“Consent Order”) is made this <sup>21<sup>st</sup></sup> day of <sup>January</sup> \_\_\_\_\_, 2021, by and between Plaintiff District of Columbia, through the Office of the Attorney General for the District of Columbia (“District”), and Defendant 1828 Q St. Partners, LLC, a corporation organized and existing under the laws of the District of Columbia (collectively, the “Parties”) to address the drug- and firearm-related criminal activity at 1828 Q Street, SE, Washington, D.C. 20020.

WHEREAS this case concerns a residential apartment building located at 1828 Q Street, SE, Washington, D.C. (the “Property”);

WHEREAS on October 21, 2020, the District filed a Complaint for violations of the Drug-, Firearm-, or Prostitution-Related Nuisance Abatement Act, D.C. Code §§ 42-3101–42-3114, to compel Defendant 1828 Q St. Partners, LLC (“1828 Q”) to abate nuisance activity occurring at the Property;

WHEREAS, Defendant 1828 Q is the owner of the Property; and

NOW, THEREFORE, based on the Parties’ agreement in lieu of continuing litigation, the following is hereby ORDERED:

1. **JURISDICTION**. The parties agree that this Court has subject matter jurisdiction and personal jurisdiction in this action.
2. **SECURITY PLAN**. Defendant agrees to institute the following Security Plan at the Property which shall remain in place for as long as Defendant owns, operates, manages, or is otherwise affiliated with the Property:

(a) Physical Security Coverage:

- i. Within seven (7) days of signing this Consent Order, Defendant shall hire and maintain armed security coverage for a minimum of 16-hour shifts, beginning at 10 a.m. seven (7) days a week. The Parties reserve the right to, through mutual agreement, adjust security hours based on criminal activity trends.
- ii. Defendant shall direct that the armed security personnel, as part of their duties, enforce barring notices at the Property and “No Trespassing” and “No Loitering” signage (*see infra* Sections 2(b)(iii) and 2(e)(ii)).
- iii. Defendant shall direct security personnel 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, Defendant shall transit the daily logs to Cullen Hamilton at [Cullen.Hamilton@dc.gov](mailto:Cullen.Hamilton@dc.gov) on a bi-weekly basis, no later than the Friday of each alternating week, by 5:00 pm Eastern Standard Time.

(b) Barring Notices:

- i. Upon notification by the District and/or the Metropolitan Police Department (“MPD”) that a non-tenant individual has engaged in criminal activities at the Property; or (2) upon Defendant becoming otherwise aware of non-tenant individuals engaging in criminal activities or other violations on the Property that jeopardize the health, safety, or security of the community or tenants, Defendant shall serve barring notices for said individuals. If necessary, Defendant may request assistance from MPD in serving said barring notices.
- ii. Defendant shall submit copies of all served barring notices within one (1) week of issuance to MPD, as well as to OAG by delivering a copy to the Office of the Attorney General, Housing and Community Justice Section, c/o Cullen Hamilton, [Cullen.Hamilton@dc.gov](mailto:Cullen.Hamilton@dc.gov).
- iii. Defendant shall direct that the armed security personnel on duty to arrest individuals who violate the barring notices.
- iv. In instances where criminal charges are brought against repeat offenders for trespass, Defendant shall fully cooperate with the prosecution of criminal trespass charges, including but not limited to providing oral or written testimony for litigation.

(c) Exterior Lighting:

- i. Within ten (10) days of signing this Consent Order, Defendant shall install and maintain adequate exterior lighting fixtures in accordance with Exhibit A.
- ii. Defendant shall ensure that any exterior lighting is maintained so that all areas are well illuminated during evening and nighttime hours, from dusk until dawn.
- iii. Defendant shall repair or replace any non-functioning exterior lights within five (5) days of notice of defective light fixtures.

(d) Security Cameras:

- i. Within twenty-one (21) days of signing this Consent Order, Defendant shall install and maintain an appropriate security camera system in the exterior of the Property, in consultation with MPD and in accordance with Exhibit A, to fully capture the exterior of the Property. Defendant shall also maintain trees and other foliage on the Property to prevent visual obstruction of the security cameras.
- ii. Defendant shall also install and maintain interior security cameras in the hallways and other common areas, such that all common areas are sufficiently captured through the security camera feed from every potential angle.
- iii. Defendant shall maintain each camera at the Property to be reasonably inaccessible to tenants or their guests, as to prevent tampering with the cameras.
- iv. Within forty-five (45) calendar days of signing this Consent Order, Defendant shall provide electronic access to security cameras to MPD.
- v. Defendant shall provide to OAG, to the extent reasonably available, information regarding all security cameras located on the Property. Such information shall include invoices, brand, serial number(s), and specific location(s) for each camera.
- vi. Defendant shall perform weekly checks of all security footage from each security camera to ensure optimum visibility and full functionality.
- vii. 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, Defendant shall cause the device to be repaired and access to the footage shall be restored within seven (7) calendar days.

(e) “No Trespassing” and “No Loitering” Signs:

- i. Within five (5) calendar days of signing this Consent Order, Defendant shall install and maintain “No Trespassing” and “No Loitering” signs on the Property.
- ii. Defendant shall direct security personnel to enforce the signs.

(f) Janitorial Services:

- i. Within three (3) calendar days, Defendant shall ensure the Property’s interior and exterior common areas are maintained free from the appearance of blight, such that janitorial services are provided regularly at a minimum of four (4) times per week. Janitorial services shall include, but shall not be limited to, litter control in the front, sides, and back of the Property, regular sweeping and mopping of interior common areas, and consistent trash collection to avoid excessive trash at the Property.
- ii. Defendant shall direct security personnel or other appropriate staff to perform perimeter checks to identify unclean areas of the Property. Upon identification of an area that needs janitorial services, or upon other notice from the District or MPD, Defendant shall direct property management staff to clean the affected area(s) within eight (8) hours.

(g) Controlled Access Panels:

- i. Within twenty-one (21) calendar days of executing this agreement, Defendant shall install controlled access panels to all entrances to the building. Access shall be limited to tenants, their guests, agents of the owner, and any emergency response service from the District of Columbia. Defendant shall provide each tenant with an electronic access key (either fob or electronic card), which shall have a unique identifier that is associated with each tenant.
- ii. Defendant shall complete documentation that shows which tenant is assigned which access device, and such documentation shall be maintained throughout the tenants’ tenancy. Upon request from MPD, Defendant shall provide access for MPD to view these records to aid in any investigation where such information is necessary.
- iii. Defendant shall ensure that all entrances to the Property are self-closing. In the event a door is held open for more than fifteen (15) seconds, Defendant shall ensure that an alarm sounds to signal that the door should be closed.

3. **SETTLEMENT PAYMENT.** Parties agree that OAG could assess a damages fee of \$150 per day for each day post-Notice, that Defendant failed to abate the criminal activity. Defendant shall pay to the District \$3,000 within thirty (30) days of executing this agreement, and the remaining \$20,100 shall be suspended, provided that Defendant complies with the terms of this agreement. If the District moves to enforce this Agreement pursuant to Paragraph 5 below, and the Court finds Defendant in contempt, Defendant shall pay the remaining \$20,100 plus any additional damages the Court awards.
4. **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 the maintenance of the terms of this Consent Order.
5. **ENFORCEMENT OF TERMS BY OAG.** If Defendant fails to comply with or complete the obligations set forth in Paragraph 2 above, the District may provide written notice of such failure or deficiency (“Notice of Default”) to counsel for Defendant, Kathryn “Kate” Erklauer, and which shall provide, and must so state, that Defendant shall have fourteen (14) days to cure such failure(s) or deficiency(ies). Should Defendant fail to timely complete the obligation(s) identified in the Notice of Default, the District shall have the right to file against them in the Civil Division of the Superior Court of the District of Columbia a motion to show cause why Defendant should not be held in contempt of court for violating the Consent Order.
6. **ADVICE OF ATTORNEY.** Defendant represents and warrants that in executing this Consent Order, they have relied upon legal advice from the attorneys of their own choice and that Defendant fully understand the terms of this Consent Order. The Parties further acknowledge that no promise, inducement or agreement not contained herein has been expressed or made to any of them in connection with this Agreement, and that no Party has relied on any promise, inducement or agreement made by any other person or entity.
7. **TERM OF AGREEMENT.** This Order shall remain in effect for two (2) years from the date of execution of the agreement, or until Defendant has transferred the property to a new owner. After the expiration of this Agreement, if the Property is found to be a nuisance, nothing in this Consent Order prevents the District from filing any enforcement action concerning the Property.

Date: January 19, 2021

Respectfully Submitted,

KARL A. RACINE  
Attorney General for the District of Columbia

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Public Advocacy Division

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*Attorney for Defendant*

**IT IS SO ORDERED.**




Judge Shana Frost Matini

Jan. 21, 2021  
Date

## EXHIBIT A

### Map Key:

 Exterior Lighting Fixture

 Exterior Security Camera

### 1) Aerial View of Property

