



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

STATE OF DELAWARE, )  
)  
Plaintiff, )  
)  
v. ) C. A. No.  
)  
1110 and 1120 SOUTH COLLEGE ) NON-ARBITRATION  
AVENUE, NEWARK, DE 19713; ) CASE  
MSL MOTEL CORPORATION; )  
BHAVI MOTEL, LLC )  
("RODEWAY INN"); )  
and RAKESH NAIK )  
)  
Defendants. )

STIPULATION AND ~~[PROPOSED]~~ CRIMINAL NUISANCE  
CONSENT ORDER FOR TEMPORARY ABATEMENT RELIEF

This Temporary Abatement Order (the "Order") is entered into, subject to the approval of the Court, by and between the State of Delaware, through the Delaware Department of Justice, (the "State"), and Bhavi Motel, LLC, a Delaware limited liability company, d/b/a America's Best Value Inn (the "Tenant").

RECITALS

1. WHEREAS, the State filed a Complaint against 1110 and 1120 South College Avenue, Newark, Delaware 19713, identified as New Castle County Property Tax Parcel #1804600024, (the "Property") pursuant to the Criminal Nuisance Abatement Act, 10 *Del. C.* ch. 71.

2. WHEREAS, the Property has been the site of ongoing prostitution and drug-related activity.

3. WHEREAS, the Property constitutes a criminal nuisance as defined under 10 *Del. C.* § 7103(5).

4. WHEREAS, through the Complaint, the State is seeking, among other things, immediate and temporary closure of the Property.

5. WHEREAS, the Tenant is the current lessee and occupant of the Property and operates a motel (Rodeway Inn) on its premises.

6. WHEREAS, the undersigned parties have agreed to specific measures to be undertaken by the Tenant during the pendency of this litigation that aim to serve as the temporary abatement relief in lieu of closure of the Property.

7. WHEREAS, following the implementation of all the terms and conditions set forth herein, the State, at this time, will not seek immediate closure of the Property. The State, however, reserves the right to seek immediate temporary and permanent relief, as provided for under the Criminal Nuisance Abatement Act, including but not limited to the closure of the Property at any time should criminal nuisance activity nevertheless persist on the Property or should the Tenant fail to strictly abide by the terms and conditions set forth herein.

8. WHEREAS, the undersigned parties, with the approval of the Court, therefore agree as follows:

ORDER

9. The "Whereas" clauses set forth above are expressly incorporated and

form part of the terms of this Order.

10. Within fourteen days of entry of this Order, the Tenant shall install and maintain a fully functional daytime and nighttime security video surveillance system which monitors and records all common areas on the premises including the parking lot therein. The Tenant shall preserve all footage obtained from the video surveillance system for a period of no less than thirty days or longer if so required by law enforcement. The Tenant shall immediately furnish footage from the video surveillance system to law enforcement upon request.

11. At the time of registration, and upon any guest arriving thereafter, the Tenant shall make a good faith effort to require from any individual seeking to rent a room and any adult guest of a room, a valid state or federal issued photograph identification (*e.g.*, driver's license, or passport) that lists the individual's or guest's place of residence. A photocopy of each such identification card must be maintained by the Tenant and must be made available to law enforcement immediately upon request. The Tenant shall not rent a room to any individual, or allow any individual or guest to remain on the Property, who fails to provide photograph identification as required by this paragraph. The Tenant shall register and record the make, model and license plate number of each occupant's or guest's vehicle, and will issue a parking placard for each vehicle so registered. The Tenant shall keep a written record of each placard issued that includes all of the details set forth in this paragraph, which must be

made available to law enforcement immediately upon request.

12. The Tenant must ensure that all vehicles parked on the premises of the Property are registered and display the parking placard conspicuously on the dashboard of the vehicle. The Tenant shall have all other vehicles without a parking placard towed from the Property. The Tenant shall conspicuously post appropriate signs regarding this parking policy throughout the Property to ensure that every registered occupant and guest receives adequate notice. The Tenant may provide a limited number of visitor parking spaces, not to exceed 6, which shall be located in an area visible from the guest check-in counter and which shall be monitored by the security video surveillance system.

13. The Tenant shall conspicuously post signs throughout the parking lot stating that the parking lot is being monitored and that all unregistered vehicles in the parking lot will be towed.

14. The Tenant must implement an "everyone must be registered to a room by 8 p.m." policy and prohibit unregistered guests and visitors from loitering on the Property. This policy must be strictly enforced by the Tenant. Signs must be conspicuously placed throughout the Property giving everyone adequate notice of this policy. All guests must sign a written notice upon registration that acknowledges this policy. If the Tenant discovers an occupant guest, or visitor on the Property after 8 p.m. who is not registered to a room, the Tenant will require that person to leave the

Property.

15. The Tenant shall not rent any room to an individual on an hourly basis.

The Tenant shall rent each room to an individual only on a nightly or daily basis.

16. The Tenant shall maintain a timely and updated "no rent" list in which persons who are banned from the Property are identified, including to the extent possible photo-identification of those persons so banned. The Tenant must ban from the Property and place on the "no rent" list persons the Tenant knows or reasonably should know to have been found to possess illegal drugs or firearms on the Property, persons the Tenant knows or reasonably should know to have been found to engage in prostitution in violation of 11 *Del. C.* §§ 1342-1344 and 1351-1356 or Sections 22-30 and 22-31 of the Newark Criminal Code on the Property, persons who the Tenant knows or reasonably should know has an active warrant for his or her arrest, and any other person who the Tenant has a reasonable basis to believe may engage in acts that constitute criminal nuisance activity under 10 *Del. C.* § 7103(5). The Newark Police Department, and all other Delaware law enforcement agencies, reserves the right to add individuals to the "no rent" list.

17. The Tenant shall immediately notify the Newark Police Department when they ban an individual from the Property, including the identity of the individual so banned if known to the Tenant.

18. The Tenant shall immediately notify the Newark Police Department when

a person on the "no rent" list attempts to rent a room, or register as a guest, or visit the Property.

19. Upon a quarterly basis and also as requested, the Tenant shall furnish a copy of the "no rent" list to the Newark Police Department and any other requesting Delaware law enforcement agency.

20. Immediately upon request, the Tenant shall permit law enforcement access and entry to the Property and to all common areas therein, including but not limited to the hallways on each floor.

21. Within 21 days of entry of this Order, and for the next three months thereafter, the Tenant shall employ a professionally reputable security company utilizing at least 1 security guard from 5 p.m. to 6 a.m. every day. The security guard will have familiarity with the operation of the video surveillance cameras, will patrol all common areas of the premises during the shift, and will enforce all rules, including registration of a room's occupant, loitering and display of parking placards.

The Tenant shall select the security company subject the State's approval and provide a copy of any contract for the provision of such services to the State within 15 days of the entry of this Order. The security company will have the authority to contact law enforcement directly, and without any interference from Tenant or Owner, to report any criminal or nuisance issues occurring on or near the Property.

The Tenant shall continue to employ an independent security company for an

additional three months should prostitution or other criminal activity continue to occur on the Property.

22. The Tenant shall permanently ban Defendant Rakesh Naik from the Property and from any other hotel that may be operated by the Tenant.

23. The Tenant shall instruct its employees and contractors working on the Property against engaging in, promoting, facilitating or otherwise permitting criminal nuisance activity as defined by 10 *Del. C.* § 7103(5) and against interfering with any law enforcement requests or investigations on or near the Property. If an employee or contractor is found by either the Tenant or law enforcement to engage in, promote, facilitate or otherwise permit such criminal nuisance activity, the Tenant will promptly ban that employee or contractor from the Property and from any other hotel that may be operated by the Tenant.

24. The Tenant has an ongoing duty to monitor the Property within reason to detect and prevent criminal activity from occurring thereon.

25. The Tenant shall notify the State of any criminal activity or other nuisance activity as defined by the Criminal Nuisance Abatement Act occurring on or near the Property within 3 business days of becoming aware, or suspicious, of such activity—including but not limited to all police calls to the Property, arrests made at the Property, and/or search warranted executed on the Property—via telephone to Mark Hawk of the Delaware Department of Justice (302) 577-8600. Upon request,

the Tenant agrees to provide such notice in writing via U.S. Certified Mail to the Delaware Department of Justice, attn: Mark Hawk, 820 North French St., 5<sup>th</sup> Floor, Wilmington, Delaware, 19801.

26. The Tenant shall pay a civil penalty of \$5,000 (the "Civil Penalty") if there is a material violation of this Order. The Tenant shall pay the Civil Penalty within 30 days of being notified that a material breach of this Order has occurred. Such payment shall be made via check, shall be made payable to "SLEAF" and shall be transmitted via U.S. Certified Mail to the Delaware Department of Justice, attn: Mark Hawk, 820 N. French St., 5<sup>th</sup> Floor, Wilmington, DE 19801.

27. The Tenant shall furnish all materials and documentation to law enforcement and the State as may be required to ensure compliance with the terms of this Order. In the event law enforcement or the State makes such a request for any documentation detailed in this Order, the Tenant agrees to deliver such materials and/or documentation as soon as reasonably possible.

28. The Tenant shall comply with all state and local laws, ordinances, and regulations.

29. The Tenant shall provide copies of this Order to all its employees and shall implement best efforts to ensure the provisions of this Order are relayed to everyone working on the Property.

30. The Tenant shall conspicuously post a copy of this Order in the lobby of



the Property visible to all persons renting a room.

31. The Tenant shall maintain conspicuously-posted "NO LOITERING" signs on the Property and will enforce the no loitering rules.

32. The Tenant shall conspicuously post a sign near the entrance of the Property stating:

This Property is a drug and prostitution free property. This Property is being monitored by the Delaware Department of Justice and the Newark Police Department, along with Management, for prostitution and illegal drug activity. Any prostitution, illegal drug activity or other criminal activity is strictly prohibited and will result in criminal prosecution and possible civil liability.

The sign provided for in this ¶ 32 shall be no smaller than 5' x 4' with lettering no smaller than 3" tall. The sign shall be posted no later than 10 business days after entry of this Order.

33. The Tenant shall implement all terms and provisions of this Order within a reasonable time after entry of this Order, not to exceed thirty days.

34. If there is a material violation of this Order, the Tenant's lease shall be revoked and rendered legally void.

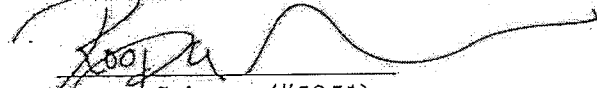
35. This Order shall be binding upon the Tenant, and their successors, administrators, and permitted assigns. The Tenant may not assign either this Order or

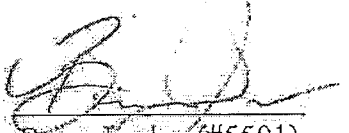
any of its rights, interests, or obligations hereunder without the prior written approval of the State.

36. The Superior Court shall retain jurisdiction over the enforcement of this Order for the duration of the litigation or until a superseding order is entered. The undersigned parties acknowledge and agree that any violation of this Order shall subject the violator to civil contempt as well as criminal contempt pursuant to 10 *Del. C.* § 7112(e) and pursuant to the Court's contempt powers under 10 *Del. C.* § 542.


37. Any person who removes or mutilates a copy of this Order posted on the Property will be held in contempt of the Court and subject to the Court's contempt powers pursuant to 10 *Del. C.* § 7111(h).

STATE OF DELAWARE  
DEPARTMENT OF JUSTICE

  
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IT IS SO ORDERED this 30<sup>th</sup> day of August, 2017

  
\_\_\_\_\_  
J.