

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

_____)	
ROBERT EVANS,)	
1164 Bladensburg Rd NE, Apt 202)	
Washington, DC 20000)	
)	
HOUSING COUNSELING SERVICES)	
2410 17th St NW # 100)	
Washington, DC 20009)	
)	
<i>Plaintiffs,</i>)	Case No:
)	Jury Trial Demanded
v.)	
)	
BOZZUTO & ASSOCIATES, INC.)	
D/B/A THE BOZZUTO GROUP)	
6406 Ivy Lane Suite 700)	
Greenbelt, MD 20770)	
)	
CHAPMAN DEVELOPMENT, LLC)	
11701 Bowman Green Drive)	
Reston, VA 20190)	
)	
2228 MLK, LLC)	
c/o Chapman Development, LLC)	
11701 Bowman Green Drive)	
Reston, VA 20190)	
)	
<i>Defendants.</i>)	
_____)	

**COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF, AND
MONETARY DAMAGES**

PRELIMINARY STATEMENT

1. Plaintiffs Robert Evans (“Mr. Evans”) and Housing Counseling Services (“HCS”) seek to stop Defendants from penalizing prospective tenants who attempt to use a subsidy to secure rental housing in Defendants’ building, Maple View Flats. Mr. Evans and HCS also seek to remedy the harm this practice has caused them.

2. In a city where affordable housing is increasingly scarce, the ability to use a housing subsidy to secure a safe and affordable rental apartment is often what makes the difference between homelessness and the stability that accompanies safe shelter. Recognition of the need to protect persons who receive government assistance from discriminatory treatment underlies the prohibition in the D.C. Human Rights Act (“DCHRA”) against source of income discrimination.

NATURE OF THE ACTION

3. This is a civil rights action under the DCHRA, D.C. Code § 2-1401.01, *et seq.* for declaratory, injunctive, and monetary relief.

4. Defendants maintained, managed, operated, or owned Maple View Flats, a residential property in the Southeast quadrant of the District of Columbia, at all times relevant to this Complaint. Defendants charge individuals who use rental subsidies to help pay their rent a higher amount for the same unit than individuals who pay their rent *without* rental subsidies. Plaintiff Evans is a victim of this discriminatory practice.

5. Housing subsidies are considered a “source of income” under the DCHRA. D.C. Code § 2-1401.01, *et seq.*

6. Defendants’ discriminatory practice of charging subsidy holders a higher rent than non-subsidy holders for the same unit burdens, and may prevent, low and moderate income individuals – many of whom are homeless or at risk of becoming homeless – from securing housing. This practice has harmed Mr. Evans by preventing him from renting a unit at Maple View Flats.

7. Defendants’ discrimination has also harmed HCS because Defendants’ conduct has forced HCS to divert scarce resources from other clients and other critical housing advocacy.

8. Defendants are liable for their unlawful, discriminatory policy and practice of charging individuals with housing subsidies more for rent than individuals without subsidies.

PARTIES

9. Plaintiff Mr. Robert Evans is a 67-year-old man who receives a Tenant Based Rental Assistance subsidy (“TBRA”) to help him pay his rent.

10. Plaintiff HCS is a non-profit organization founded in 1972 that provides comprehensive housing counseling, training, advocacy, technical assistance, and housing opportunities for low- and moderate- income homebuyers, homeowners, and tenants.

11. Defendant Bozzuto & Associates, Inc. d/b/a The Bozzuto Group (“Bozzuto”) is a construction, property management, development, and homebuilding company with a principal place of business at 6406 Ivy Lane Suite 700, Greenbelt, Maryland 20770. Bozzuto manages over 76,000 residences in 11 states and Washington, DC. Until approximately June 2019, and during the time period relevant to this case, Bozzuto managed the residences at Maple View Flats, located at 2228 Martin Luther King Jr Ave SE, Washington DC 20020.

12. Defendant Chapman Development, LLC is a real estate development company with a principle place of business at 11701 Bowman Green Drive, Reston, VA 20190.

13. Defendant 2228 MLK, LLC is an entity created by Chapman Development for the development of Maple View Flats. 2228 MLK, LLC is the owner of Maple View Flats.

JURISDICTION AND VENUE

14. This court has jurisdiction over this civil action pursuant to D.C. Code § 11-921.

15. This court has jurisdiction over Defendants pursuant to D.C. Code § 13-423 because Defendants transact business and manage real property in the District of Columbia. The discriminatory conduct complained of herein arises out of these business activities.

16. Venue is proper in the District of Columbia because Defendants maintained, managed, operated, or owned the Maple View Flats property located at 2228 Martin Luther King Jr. Ave SE, Washington DC, 20020, located in the District of Columbia and because the events giving rise to this cause of action took place in the District of Columbia.

FACTUAL BACKGROUND

I. Mr. Robert Evans's Application for an Apartment at Maple View Flats

17. The TBRA program helps individuals with a portion of their rent and utilities, allowing low- and moderate-income individuals to obtain stable housing. It is one of many similar rental subsidy programs utilized by low- and moderate-income tenants across the District of Columbia that permit eligible persons to find safe housing and, in many instances, avoid homelessness.

18. Mr. Evans has received rental assistance through his TBRA housing subsidy since 2003. Mr. Evans uses his TBRA subsidy to help him pay rent for his current residence.

19. On or around mid-May of 2019, Mr. Evans found available one-bedroom units located at Maple View Flats, 2228 Martin Luther King Jr. Ave SE, Washington DC, 20020.

20. In May of 2019, Mr. Evans called Maple View Flats to inquire about available units and spoke to a leasing agent at Maple View Flats. During this conversation, Defendants' leasing agent told Mr. Evans that the monthly rent price of available one-bedroom units was \$1,250 including water and trash but not electric and gas.

21. A TBRA subsidy covers rent up to a set payment standard depending on bedroom size and whether utilities are included in the rent.

22. Mr. Evans's TBRA subsidy covers rent up to \$1,258 per month when gas and electric are not included in the rent, as is the case at Maple View Flats. Since the advertised rent

at Maple View Flats for a one-bedroom apartment was \$1,250, the rent fell within the payment standard for Mr. Evans's TBRA subsidy.

23. Having ascertained that his subsidy would cover the rent, Mr. Evans applied for a one-bedroom apartment at Maple View Flats. He submitted his application, and paid a \$25.00 application fee on the same day in May 2019 that he spoke with the Maple View Flats leasing agent. He was given an application fee receipt and other rental information from Maple View Flats.

24. The day after he submitted his application to rent the one-bedroom unit at Maple View Flats, Mr. Evans personally delivered his bank statements to Maple View Flats.

25. A couple of days later in May 2019, Defendants approved Mr. Evans for an apartment at Maple View Flats for \$1,250 a month.

26. On May 14, 2019, Mr. Evans and his HCS case manager, Ms. Alyss Aune, called Maple View Flats to discuss payment of the security deposit. They spoke to Defendants' agent, Carla Wade, a Property Manager or an Assistant Property Manager at Maple View Flats. During that conversation, Mr. Evans and Ms. Aune informed Defendants' agent that Mr. Evans intended to use his TBRA subsidy to pay the rent. In response, Defendants' agent stated that she had not known that Mr. Evans had a subsidy when she told him the price for the unit. She stated that the rent for individuals like Mr. Evans who pay their rent using a subsidy is not \$1,250, but is instead \$1,360. Concerned by the price change, Mr. Evans and Ms. Aune told Defendants' agent that they would follow up with her at a later date.

27. On May 17, 2019, Ms. Aune called the Maple View Flats leasing office to once again clarify the rent amount for the one-bedroom units. Ms. Aune first spoke to an agent named James Bourne and was then transferred to Ms. Wade. Ms. Wade reiterated that Mr. Evans was

initially told his rent would be \$1,250, but explained that the amount changed because the agent did not know that Mr. Evans had a housing subsidy. The agent confirmed that the rent amount for subsidy holders was \$1,360. Despite attempts by Mr. Evans's case manager to explain that the increased rent of \$1,360 was higher than the payment standard for Mr. Evans's subsidy and would exclude Mr. Evans from moving into Maple View Flats, Defendants' agent, Ms. Wade, confirmed the rent for Mr. Evans would be \$1,360 a month.

28. Because the increased rent of \$1,360 exceeds the TBRA payment standard, Mr. Evans was precluded from renting an apartment at Maple View Flats with his subsidy.

29. Mr. Evans suffered emotional distress as a result of Defendants denying him the ability to rent at Maple View Flats with his TBRA subsidy. He was very upset that he was not able to rent at Maple View Flats, and the experience at Maple View Flats discouraged him from his housing search and further delayed his move.

30. Maple View Flats is closer to Mr. Evans's place of employment than either the apartment he was living in at the time or his current apartment, and he has had to spend extra time commuting because he could not rent at Maple View Flats. Maple View Flats is also closer to a Metro station and provides easier access to stores, doctors, and other places that Mr. Evans frequents and upon which he relies.

31. Mr. Evans had to spend time, energy, and money on his housing search following Defendants' imposition of its higher rent amount, expenditures that he would not have incurred had Defendants rented the apartment to him at its initially advertised rate.

II. The Mission of Housing Counseling Services Was Frustrated and it Diverted Resources Due to Defendants' Discriminatory Policy

32. HCS's mission is to help people with low and moderate incomes achieve successful living in healthy, safe, and affordable homes. Defendants' policy of charging higher

rent amounts for subsidy holders – making that housing unavailable to subsidy holders – directly conflicts with HCS’s mission driven activities.

33. When an HCS client who is also a subsidy holder, such as Mr. Evans, wishes to search for housing, HCS provides the client with a transfer voucher, helps the client find suitable housing, calculates the client’s rent, and processes paperwork to complete the lease up process.

34. Defendants’ policy of charging higher rent amounts for subsidy holders than non-subsidy holders frustrated HCS’s mission driven activities by forcing it to divert resources away from other organizational work and goals to address and counteract Defendants’ unlawful actions.

35. HCS has a limited amount of trained staff to assist individuals with their housing searches and in utilizing their rental subsidies. HCS suffered an organizational injury when HCS diverted its limited staff time and resources away from other clients and programs to assist Mr. Evans in counteracting Defendants’ unlawful subsidy holder rent increase. HCS staff assisted Mr. Evans in his communication with Defendants following Defendants’ unlawful rent increase. HCS staff would not have diverted resources to advocate on Mr. Evans’ behalf but for the Defendants’ discriminatory policy of charging a higher rent to subsidy holders when compared to non-subsidy holders.

36. Mr. Evans’ HCS case manager, Ms. Aune, met with Mr. Evans more frequently due to Defendants’ unlawful discriminatory act of charging higher rent for subsidy holders. Ms. Aune spent substantially more time assisting Mr. Evans with his housing search when compared to clients who do not experience discriminatory practices. That unexpected assistance diverted Ms. Aune away from her ordinary scheduled work to counteract and respond to Defendants’ unlawful acts.

37. The actions Ms. Aune undertook as a result of Defendants' increased rent to Mr. Evans included the following: Between May 10, 2019, and June 11, 2019, Ms. Aune called or met with Mr. Evans on several occasions as part of her effort to overcome the barrier related to his obtaining housing at Maple View Flats. Ms. Aune also called Maple View Flats personnel at least two additional times to address Defendants' unlawful rental increase for Mr. Evans.

38. Other HCS resources were diverted to assist Mr. Evans. For example, HCS and Ms. Aune were forced to involve other HCS supervisors. HCS senior staff, including the Executive Director, the Program Director, and the Program Manager, took time away from ordinary HCS goals as they tried to assist Ms. Aune in resolving the situation with Maple View Flats. These HCS managers held an internal meeting solely to address Defendants' unlawful discriminatory. Furthermore, HCS's Executive Director joined Ms. Aune in a call to Mr. Evans in a further attempt to resolve the situation, taking time away from her daily management tasks.

39. HCS continued to expend resources that it had intended to apply in pursuit of other organization goals. In late May or June 2019, HCS's Program Director conducted an investigation to inquire about Defendants practice of charging higher rents to individuals with a subsidy. As part of this investigation, the HCS Program Director contacted the D.C. Housing Finance Agency to inquire about Defendants unlawful discriminatory practices.

40. Since Mr. Evans was not able to rent at Maple View Flats, Ms. Aune and Mr. Evans had to continue his housing search. From July 2019 to November 2019, HCS's case manager had at least three additional meetings and at least two additional phone calls with Mr. Evans to help him find habitable housing. In November 2019, Mr. Evans finally located suitable housing at 1164 Bladensburg Rd NE, Apt 202, Washington, DC 20002.

41. But for Defendants' discriminatory policies, Ms. Aune would have been able to provide similar assistance to a greater number of people because she would not have had to undertake the additional unusual steps of advocating for Mr. Evans and then assisting him in finding other suitable housing. Further, HCS management would have been able to focus on administering programs, grants, and contracts instead of trying to counteract Defendants' discriminatory behavior.

42. HCS has assisted at least one additional individual who has been told that he would be charged higher rent if he used a rental subsidy to help pay for his rent at Maple View Flats. HCS also assisted another individual who moved into Maple View Flats with a subsidy before passing away shortly thereafter, who was also charged the higher rent of \$1,360.

43. Many of HCS's low-income clients receive housing subsidies. Defendants' decision to charge subsidy holders more in rent than it charges to non-subsidy holders is a threat to those clients and thus frustrates the mission of HCS. Due to Defendants' discriminatory policy and practice, whenever one of its subsidy holder clients expresses an interest in Maple View Flats, HCS is forced to communicate to that client that Maple View Flats is not a suitable housing option, and must then work with the client to find other housing.

COUNT I: SOURCE OF INCOME DISCRIMINATION

(Source of Income Discrimination under the DCHRA, D.C. Code § 2-1402.21(a)(1))

44. Plaintiffs reallege and incorporate herein by reference all the allegations set forth in paragraphs 1 through 43.

45. Under the DCHRA, it is an "unlawful discriminatory practice" to "refuse or fail to initiate or conduct any transaction in real property; or to require different terms for such

transaction” if such a practice is “wholly or partially . . . based on the actual or perceived . . . source of income . . . of any individual.” D.C. Code § 2-1402.21(a)(1).

46. “Source of income” as used in the DCHRA includes federal payments for housing assistance, such as the rental assistance Mr. Evans received. D.C. Code § 2-1401.02(29) (defining source of income to include federal payments); *see also* DC OHR Guidance 16-01 Source of Income Discrimination in Housing (stating that “discrimination based on one’s ‘source of income’ can include, but is not limited to . . . payments from federal and local programs and short and long-term rental subsidies”).

47. Defendants’ practice of charging individuals who receive a rental subsidy a higher rent than that offered to individuals who will not be paying their rent in whole or in part with a housing subsidy is unlawful discrimination based on source of income, in violation of D.C. Code § 2-1402.21(a)(1).

48. As a direct and proximate result of Defendants’ discriminatory conduct, Plaintiffs have suffered injuries and monetary damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs Mr. Evans and Housing Counseling Services respectfully request that the Court:

a) Enter judgment declaring that Defendants’ acts, policies or practices setting a higher rent for units at Maple View Flats for individuals who pay their rent, in whole or in part with housing subsidies constitute source of income discrimination in violation of DCHRA, D.C. Code § 2- 1402.21;

b) Enjoin Defendants from charging higher rents to individuals who pay their rent, in whole or in part, with housing subsidies, than that offered to individuals who do not use housing subsidies to pay any portion of their rent;

c) Award the Plaintiffs monetary damages in an amount to be determined at trial;

d) Award the Plaintiffs reasonable attorneys' fees and costs;

e) Grant such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Superior Court Rules of Civil Procedure, Plaintiffs demand a trial by jury of all issues so triable as of right.

Dated: January 17, 2020

Respectfully submitted,

/s/ Emily Chong

Emily Chong (D.C. Bar No. 1617470)

(echong@nlsp.org)

Lori R. Leibowitz (D.C. Bar No. 1045582)

(lleiowitz@nlsp.org)

Neighborhood Legal Services Program

64 New York Ave., NE, Suite 180

Washington, DC 20002

Telephone: (202) 832-6577

Facsimile: (202) 832-1984

/s/ Hannah Lieberman

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(brook_hill@washlaw.org)

Washington Lawyers' Committee For Civil

Rights And Urban Affairs

700 14th Street NW, Suite 400

Washington, DC 20005

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/s/ George Ruttinger
George D. Ruttinger (D.C. Bar No. 214445)
(gruttinger@crowell.com)
Crowell & Moring LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone: 202-624-2670
Facsimile: 202-628-5116

Attorneys for Plaintiffs

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

Robert Evans, Housing Counseling Services

Case Number: _____

vs

Date: January 17, 2020

Bozzuto & Associates, Inc. d/b/a The Bozzuto Group;
Chapman Development, LLC; 2228 MLK, LLC

One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> George Ruttinger	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Crowell & Moring LLP	
Telephone No.: (202) 624-2670	Six digit Unified Bar No.: 214445

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ To be determined at trial. Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | Over \$25,000 Pltf. Grants Consent | Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | Under \$25,000 Pltf. Grants Consent | Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration
Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input checked="" type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

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Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

/s/ George Ruttinger

Attorney's Signature

January 17, 2020

Date



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Robert Evans, Housing Counseling Services

 Plaintiff

vs.

Case Number _____

Bozzuto & Associates, Inc. d/b/a The Bozzuto Group

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

George Ruttinger

Clerk of the Court

 Name of Plaintiff's Attorney

 Crowell & Moring LLP, 1001 Pennsylvania Avenue NW,

 Address
 Washington, DC 20004

 (202) 624-2670

 Telephone

By _____
 Deputy Clerk

Date _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 번역을 원하시면, (202) 879-4828로 전화주세요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

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 Veá al dorso la traducción al español



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Robert Evans, Housing Counseling Services

Plaintiff

vs.

Case Number _____

Chapman Development, LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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George Ruttinger

Clerk of the Court

Name of Plaintiff's Attorney

Crowell & Moring LLP, 1001 Pennsylvania Avenue NW,

By _____

Address

Washington, DC 20004

Deputy Clerk

(202) 624-2670

Date _____

Telephone

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Veá al dorso la traducción al español



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Robert Evans, Housing Counseling Services

Plaintiff

vs.

Case Number _____

2228 MLK, LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

George Ruttinger

Clerk of the Court

Name of Plaintiff's Attorney

Crowell & Moring LLP, 1001 Pennsylvania Avenue NW,

Address

Washington, DC 20004

(202) 624-2670

Telephone

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

By _____

Deputy Clerk

Date _____

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