

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

DISTRICT OF COLUMBIA,
a municipal corporation,
441 4th Street N.W.
Washington, D.C. 20001,

Plaintiff,

v.

BILINGUAL TEACHER EXCHANGE,
1342 Florida Avenue, N.W.
Washington, D.C. 20009,

BILINGUAL TEACHER EXCHANGE PROGRAM,
1342 Florida Avenue, N.W.
Washington, D.C. 20009,

IVES HALL CONSULTING, INC.,
1342 Florida Avenue, N.W.
Washington, D.C. 20009,

Serve on: Earl Francisco Lopez
Registered Agent
4415 17th Street, N.W.
Washington, D.C. 20011,

BERT CORONA LEADERSHIP INSTITUTE, INC.,
d/b/a CUSTOM EDUCATION PARTNERS,
4415 17th Street, N.W.
Washington, D.C. 20011

Serve on: Earl Francisco Lopez
Registered Agent
4415 17th Street, N.W.
Washington, D.C. 20011,

and

EARL FRANCISCO LOPEZ,
4415 17th Street, N.W.
Washington, D.C. 20011,

Defendants.

Civil Action No.: _____

**COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF**

JURY TRIAL DEMANDED

Plaintiff District of Columbia (“District”), by the Office of the Attorney General, brings this action against Bilingual Teacher Exchange (“BTE”), Bilingual Teacher Exchange Program (“BTEP”), Ives Hall Consulting, Inc. (“IHC”), Bert Corona Leadership Institute, Inc. (“BCLI”), doing business as Custom Education Partners, and Earl Francisco Lopez (collectively, “Defendants”), for violations of (1) the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.*, (2) Interest and Usury Law, D.C. Code §§ 28-3301, *et seq.*, and (3) Wage Theft Amendment Act (“Wage Theft Act”), D.C. Code § 32-1301, *et seq.* In support of its claims, the District states as follows:

1. Defendants are in the business of recruiting teachers from other countries to come to the District and other states to teach in local schools. Although Defendants operate and place teachers throughout the United States, they are based in the District. Indeed, presently there are over forty exchange program teachers from other countries working in schools within the District, including schools operated by District of Columbia Public Schools (“DCPS”), that were recruited by Defendants.

2. As part of the recruitment process, Defendants require exchange program teachers seeking employment in the United States to enter into high cost installment loan contracts. In exchange, Defendants promise assistance securing employment and a work visa, training, housing assistance, and other support services. In order to induce exchange program teachers to agree to pay the exorbitant monthly fees under these contracts, Defendants make several false and misleading representations. For example, Defendants falsely claim that they are DCPS representatives, when, in fact, they have no affiliation with DCPS. Defendants also falsely claim they are a “sponsor” designated by the United States Department of State (“State Department”) to manage the visa process that is required to work in the United States as part of the State Department’s Exchange Visitor Program (“Exchange Program”). Defendants, however, are not

one of the sixty-three designated State Department sponsors authorized to assist exchange program teachers to secure visas. Defendants also fail to provide exchange program teachers with many of the training and other support services they promise to provide in their contracts and demand fees exponentially disproportionate to the nature of the actual services that they do provide. In addition, after exchange program teachers arrive in the United States, Defendants threaten teachers with the loss of their visa status and deportation in order to coerce them to enter into new contracts with high monthly payments. When exchange program teachers are unable to pay their monthly payments, Defendants also threaten teachers that they will lose their visas and be deported if they do not pay. Defendants have sought to enforce their contracts through these threats as well as through lawsuits filed against teachers.

3. The District institutes this proceeding to enjoin Defendants from engaging in these and similar unlawful trade practices, civil penalties to deter Defendants and others from engaging in these and similar unlawful trade practices, costs and attorney's fees, and restitution for harmed consumers.

Jurisdiction

4. This Court has subject matter jurisdiction over this case pursuant to D.C. Code §§ 11-921 and 28-3909. This Court has personal jurisdiction over Defendants pursuant to D.C. Code §§ 13-422 and 13-423(a).

The Parties

5. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and

is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909; and wage laws, pursuant to D.C. Code § 32-1308(2)(A).

6. Defendant Bilingual Teacher Exchange ("BTE") is a District of Columbia business entity with a principal place of business at 1342 Florida Avenue, N.W., Washington, D.C. 20009, that does business in several states and the District of Columbia. BTE is engaged in the business of recruiting exchange program teachers to teach in schools in the District and other states and providing other training and support services to teachers it recruits.

7. Defendant Bilingual Teacher Exchange Program ("BTEP") is a District of Columbia business entity with a principal place of business at 1342 Florida Avenue, N.W., Washington, D.C. 20009, that does business in several states and the District of Columbia. Defendant BTEP also operates as "BTE" and the two entities are referred to interchangeably in emails and correspondence as the same company. BTEP is engaged in the business of recruiting exchange program teachers to teach in schools in the District and other states and providing other training and support services to teachers it recruits.

8. Defendant Ives Hall Consulting, Inc. ("IHC"), which also operates as Ives Hall Consulting and Ives Hall Consulting Group, is a District of Columbia corporation with a principal place of business at 1342 Florida Avenue, N.W., Washington, D.C. 20009, that does business in several states and the District of Columbia. At all times material to this Complaint, acting alone or in conjunction with Defendants BTE and BTEP and others, IHC engaged in the business of recruiting exchange program teachers to teach in schools in the District and other states and providing other training and support services to teachers it recruits.

9. Defendant Bert Corona Leadership Institute, Inc. (“BCLI”), which also operates under the trade name “Custom Education Partners,” is a District of Columbia nonprofit corporation with a principal place of business at 4415 17th Street, N.W., Washington, D.C. 20011, that does business in several states and the District of Columbia. BCLI incorporated in the District of Columbia as a nonprofit corporation on March 28, 2001, for the general purpose of promoting and reinforcing the values of democracy by educating Hispanic residents in the District and empowering them to participate in the democratic process as well-informed advocates and by using conferences and programs as a vehicle to educate, train, and inform Hispanics on issues dealing with leadership and democracy. At all times material to this Complaint, acting alone or in conjunction with Defendants BTE and BTEP, BCLI engaged in the business of recruiting exchange program teachers to teach in schools in the District and other states and providing other training and support services to teachers it recruits.

10. Defendant Earl Francisco Lopez (“Lopez”) is a resident of the District of Columbia and is an officer, director, and the owner of BTE, BTEP, and IHC. Defendant Lopez is an officer and director of BCLI. Defendants BTE, BTEP, IHC and BCLI are referred to at times in this Complaint as the “corporate Defendants. At all times material to this Complaint, Defendant Lopez formulated, directed, controlled, had the authority to control, participated in, or with knowledge approved of the acts or practices of each of the corporate Defendants, including the acts and practices set forth in this Complaint. Defendant Lopez personally participated in and was responsible for creating and implementing the unlawful policies and trade practices of each of the corporate Defendants that are described herein. Defendant Lopez knew or should have known of the unlawful trade practices that are described herein and had the power to stop them but, rather than stopping them, took part in them and promoted their continuation.

11. The corporate Defendants all have their principal place of business in the District and transact or have transacted business in the District. At all times material to this Complaint, acting alone or in concert with others, Defendants have advertised, marketed, promoted, offered for sale, or sold foreign teacher recruitment, immigration, onboarding, training, support, and professional development services to teacher consumers in the District. Defendants BTE and BTEP, however, are not properly registered to do business in the District of Columbia and do not have the proper business licenses as required by chapter 16 of the District of Columbia Municipal regulations, facts which they fail to disclose to consumers.

The J-1 Visa Program

12. Many schools in the District and other states hire teachers living in foreign countries to fill staffing needs in their language immersion programs, English as a second language classes (“ESL”), and foreign language classes. Such exchange teaching positions are highly sought after by teachers in foreign countries, in part because schools in the United States often offer significantly higher salaries than schools in teachers’ home countries. After teachers are hired for positions in schools in the District or elsewhere in the United States, they need to obtain authorization to work in the United States from the United States government.

13. The J-1 visa is a non-immigrant visa issued pursuant to 8 U.S.C. § 1101(a)(15)(J), which is a mechanism for individuals approved to participate in work-and study-based exchange visitor programs. One of the J-1 categories covers exchange program teachers looking to teach fulltime at a United States accredited schools, and allows teachers to work full-time in the United States for three years with a possible extension for an additional two years. Pursuant to 22 C.F.R. § 62.24, the J-1 visa requires exchange program teachers to have a Bachelor’s degree and two years of teaching experience to participate in the State Department’s Exchange Program.

14. The State Department authorizes certain agencies or private organizations to serve as “Sponsors” for the J-1 visa program. There are currently sixty-three authorized State Department Sponsors that are responsible for screening and selecting prospective exchange program teachers, providing them with pre-arrival information, orienting them to the rules and expectations, issuing required immigration forms, monitoring teachers’ participation, and regularly reporting information to the State Department to ensure that exchange program teachers are thriving.

15. Teachers seeking employment in the United States must first secure a job. After obtaining a teaching job, teachers pay a Student and Exchange Visitor Information System (“SEVIS”) fee, and procure the services of a Sponsor who issues them the essential State Department forms that enable a foreign teacher to go to the United State Embassy in their home country to obtain a J-1 visas for themselves and, if applicable, J-2 visas for their accompanying family members. Often, an exchange teacher and a Sponsor have a direct relationship, but third parties may serve as recruiters for the Sponsor, identifying potential teachers who need Sponsors for their J-1 visa while they teach in the United States. Despite their representations to the contrary, Defendants are such a third-party recruiter.

Defendants’ False Sponsorship Representations

16. Defendant Lopez is the architect of a scheme to mislead teachers participating in the State Department’s Exchange Program, though the use of corporate Defendants BTE, BTEP, IHC, and BCLI. Defendants are not authorized by the State Department to serve as “Sponsors” for the J-1 visa program. However, Defendants falsely claim that they are State Department Exchange Program Sponsors in their marketing materials, webinars, websites, emails, and in contracts with teachers. Relying on this false designation, Defendants claim that exchange program teachers that have received employment offers in the United States must enter into

contracts with Defendants BTE and/or BTEP, as a designated Sponsor, in order to obtain a J-1 visa. Yet, Defendants are not a State Department J-1 Sponsor and do not have the ability to provide the necessary paperwork to obtain a visa.

17. Presently, there are at least forty-five (45) public, private, and charter school teachers working in the District of Columbia that have entered into agreements with Defendants. Many of these teachers were led to believe that Defendants were a designated Sponsor with whom they needed to pay in order to obtain their J-1 and J-2 visa. These teachers only later discovered, after they had arrived in the United States and entered into exorbitant contacts with Defendants, that their true Sponsor was International Teacher Exchange Services (“ITES”), a company based in North Carolina that is a designed State Department Sponsor. ITES used Defendants to recruit teachers to the J-1 teacher program and serve as an intermediary to handle administrative paperwork.

18. ITES, like other State Department Sponsors, charges teachers in its J-1 visa programs between \$1,000 to \$1,500 to provide yearly sponsoring services. Defendants, however, enter into contracts with the foreign teacher consumers charging between \$3,900 to \$13,000 in yearly contract fees. Defendants then pay ITES the sponsor fee of \$1,000 to \$1,500 and retain the remainder of the funds. Defendants fail to inform teachers that ITES is the true State Department Sponsor, fail to inform teachers that ITES is the entity that is required to provide sponsorship services under State Department regulations, and fail to adequately disclose to teachers the true cost of the J-1 and J-2 visa fees charged by ITES.

19. In addition to holding themselves out as an official State Department Sponsor, Defendants falsely told teachers that Defendants had the ability update teachers’ visas for travel authorization; that teachers could be excluded from the J-1 visa program for failure to pay

Defendants' fees; and that current exchange program teachers must renew Defendants' annual agreements to remain in the J-1 visa program.

20. In short, the net impression that Defendants' representations left teachers with was that their high fees represented the cost of Defendants' sponsorship, which Defendants represented was the only way to obtain visas to work as exchange teachers in the United States. And after teachers signed contracts with Defendants and moved to the United States, Defendants demanded teachers pay all fees and renew their contracts by threatening the loss of their J-1 visa status—and ultimately, deportation—even though Defendants had no ability to terminate a teacher's visa. Only a Sponsor, in this case ITES, has the authority to terminate a teacher from the Exchange Program. *See* 22 C.F.R. § 62.40.

Defendants' Misrepresentation of DCPS Affiliation

21. In addition to falsely claiming they were a State Department Sponsor, Defendants also falsely claimed they were affiliated with DCPS. For example, in Defendants' contracts with teachers, Defendant Lopez signed the contracts allegedly on behalf of DCPS and as a DCPS representative. Defendant Lopez, however, did not have the authority to sign contacts on behalf of DCPS nor was he a DCPS representative. Indeed, none of the Defendants are currently affiliated with DCPS, enjoy a special relationship with DCPS, or serve as DCPS representatives. Defendants' representations to the contrary were false.

22. As part of this scheme, Defendants falsely identified prospective teachers' DCPS employment offers as part of Defendants' services. These representations mislead teachers into believing that their DCPS employment offer was contingent upon teachers signing Defendants' contracts. Teachers with offers of employment, however, were not required to contract with Defendants and could have used any designated State Department Sponsors to obtain the necessary visa to come to the United States to work for DCPS.

Defendants' Unlawful Contract Late Fees

23. The contracts Defendants enter into with teachers are structured as direct installment loans. Defendants' fees of between \$3,900 to \$13,000 are due at the time the contract is signed, but teachers are provided an installment loan with payment due beginning in September and ending in August of the applicable school year. The contracts require teachers that fail to make a timely payment to pay a \$5 per day late fee beginning on the sixth day that a payment is due and unpaid.

24. The District's Interest and Usury Law provides that for a late fee to be valid, the fee can only begin to accrue 10 calendar days after the obligation was due, and the total amount of the fee cannot be in excess of 5% of the total amount of the late principal payment and interest. D.C. Code § 28-3310 (b)(1) and (3). Defendants' \$5 per day late fee, charged by Defendants on the sixth day after a payment is due, led to late fees that violated these provisions.

25. Indeed, not only did Defendants regularly charge late fees that resulted in charges in excess of 5% of the total amount of the late payment, Defendants continued to charge late fees even after a teacher had paid a particular month's payment if the payment did not include the accumulated late fees, accruing fees to a point that in some cases caused late fees to far exceed the monthly amounts owed under the contract.

Defendants' Failure to Provide Promised Services

26. Defendants failed to perform the services they promised in their contracts with teachers. Defendants' contracts promise teachers placement in a school, screening for visa eligibility, pre-arrival preparation, travel assistance, arrival orientation, onboarding, ongoing training and coaching support, program support, and professional development services. Defendants, however, failed to provide or to adequately provide many of these services.

27. For example, although Defendants promise school placement, Defendants do not secure employment offers for teachers. Rather, teachers must perform the work to obtain employment offers from schools. In addition, Defendants do not provide promised travel assistance. Teachers must arrange and pay to transport themselves to the United States Embassy to obtain their visas. Teachers also arrange and pay for their flights to the United States. Defendants do provide transportation services from the airport upon arrival to the United States, but these services cost additional fees, a fact that Defendants fail to disclose to the teachers.

28. In addition, when teachers encounter issues during the school year, Defendants do not provide promised support services and do not notify ITES of issues for them to timely intervene and assist the teachers. In fact, one teacher was unpaid for over two months with Defendants promising to correct the issue but never taking any action. To the extent Defendants do provide any support and onboarding services for teachers, they are bare-bones presentations that are of little to no value to the teachers.

Defendants' Failure to Pay Teachers for Their Work

29. Defendants offer teachers the ability to reduce the fees owed under the contracts if the teachers performed administrative work for Defendants. From at least September 2017 through the present, Defendants employed several teachers in this capacity, where teachers would perform a variety of administrative tasks for Defendants, such as compiling resumes for prospective recruits and managing other recruitment logistics. Defendants, however, repeatedly failed to pay teachers for wages for hours worked. After teachers worked for Defendants under the promise of reduced contract fees, Defendants would refuse to reduce any of the fees owed and would also not pay the teachers for the hours they had worked for Defendants.

Count I

Violations of the Consumer Protection Procedures Act

30. The allegations of paragraphs 1 through 29 are re-alleged as if fully set forth herein.

31. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased or received in the District of Columbia. Defendants' conduct described herein violates the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.* The CPPA prohibits unlawful trade practices in connection with the offer, sale and supplying of consumer goods and services, including immigration, recruitment, onboarding, and professional development services.

32. Defendants, in the ordinary course of business, marketed, offered for sale, or supplied immigration services, recruitment services, and other educational and support services. As such, they are merchants under the CPPA.

33. Foreign teacher consumers who have purchased Defendants' services did so for personal, household, or family purposes, which make the services a consumer good or service under the CPPA.

34. Merchants who violate the CPPA may be subject to restitution, damages, civil penalties, temporary or permanent injunctions, the costs of the action, and reasonable attorneys' fees. D.C. Code § 28-3909.

35. The CPPA prohibits unfair and deceptive trade practices, and it is an unlawful for any person to, among other things:

(a) represent that goods or services have a source, sponsorship, approval, certification, or connection that they do not have;

(b) represent that the person has a sponsorship, approval, status, affiliation, certification, or connection that the person does not have;

* * *

(e) misrepresent as to a material fact which has a tendency to mislead;

* * *

(e-1) [r]epresent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;

(f) fail to state a material fact if such failure tends to mislead;

* * *

(r) make or enforce unconscionable terms or provisions of sales or leases;

* * *

(dd) violate any provision of title 16 of the District of Columbia Municipal Regulations

* * *

(ff) violate any provision of Chapter 33 of this title.

D.C. Code § 28-3904.

36. Defendants represent to consumers, expressly and impliedly, that they are an approved State Department Sponsor, when, in fact, Defendants are not an approved State Department Sponsor. Defendants further represent that as an approved State Department Sponsor, they have the ability to terminate or otherwise affect an individual's J-1 visa status, when, in fact, Defendants do not have any such ability. The Defendants' representations that they have an approval, certification, connection, or status that they do not have are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(a) and (b).

37. Defendants represent to consumers, expressly and impliedly, that they are affiliated with DCPS and are DCPS representatives, when, in fact, Defendants are not affiliated with DCPS and are not authorized to act on behalf of DCPS. The Defendants' representations that they have an approval, certification, connection, or status that they do not have are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(a) and (b).

38. Defendants representations to consumers, expressly and impliedly, that Defendants could terminate or otherwise affect a consumer's J-1 visa status, that consumers were required to enter into contracts with Defendants to acquire and/or renew their visas, that a consumer's employment with a school was contingent on entering into a contract with

Defendants, and that Defendants would provide onboarding and other support services, are misrepresentations concerning material facts that have a tendency to mislead consumers and are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(e).

39. Defendants' representations, expressly and impliedly, that they have the right under their installment loan agreements to charge consumers a \$5 per day late fee starting on the sixth day after payment is due, are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(e-1).

40. Defendants' failure to disclose or adequately disclose to consumers the identity of their true State Department Sponsor, that Defendants would not provide services it promised to provide, that corporate Defendants BTE and BTEP are not registered to do business in the District as required by law and do not have the proper business licenses, and that the late fees Defendants required consumers to pay were illegal under District law, are material facts, the omission of which tended to mislead consumers and constitute unlawful trade practices that violate the CPPA, D.C. Code §28-3904(f).

41. Defendants' conduct in inducing consumers with false statements to enter into contracts and enforcing unconscionable terms in contracts, including but not limited to late fees in violation of District law, constitutes an unfair and deceptive trade practice that violates D.C. Code § 28-3904, and an unlawful trade practice that violates D.C. Code § 28-3904(r).

42. Defendants BTE and BTEP have failed to register to do business in the District of Columbia and obtain the proper business licenses which violates title 16 of the District of Columbia Municipal regulations, 16 D.C.M.R. § 3301 (jj) and D.C. Code § 47-2851.03d(a), which constitutes an unlawful trade practice that violates the CPPA, D.C. Code § 28-3904(dd).

43. Defendants' collection or attempts to collect late fees that violate the provisions of D.C. Code § 28-3301 *et seq.*, is an unlawful trade practice that violates the CPPA, D.C. Code § 28-3904(ff).

44. Defendant Lopez is individually liable for the unlawful acts and practices of corporate Defendants BTE, BTEP, IHC, and BCLI because he participated in the corporate Defendants' unlawful conduct alleged in this Complaint and was in a position to prevent the unlawful conduct and did not do so. Defendant Lopez possessed and/or exercised the authority to control the policies and trade practices of Defendants BTE, BTEP, IHC, and BCLI, was responsible for creating and implementing the policies and trade practices of Defendants BTE, BTEP, IHC, and BCLI; participated in the unfair or deceptive trade practices that are described herein; directed or supervised employees of Defendants BTE, BTEP, IHC, and BCLI; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

Count II

Violation of the Wage Theft Act

45. The District re-alleges and incorporates paragraphs 1 through 29 of this First Amended Complaint, as if fully set forth herein.

46. At all relevant times where teachers performed administrative work for Defendants in exchange for a reduction in their contractual fees, Defendants were "employers" who employed such teachers as "employees," as defined in D.C. Code § 32-1302.

47. At all relevant times, Defendant Lopez controlled, or had the ability to control, Defendants BTE, BTEP, IHC, and BCLI and their conduct alleged in the Complaint to violate the District's Wage Theft Act. As such, at all relevant times, Defendant Lopez was also an

individual violating the Wage Theft Act or is otherwise liable for Defendants BTE's, BTEP's, IHC's, and BCLI's violations of the Wage Theft Act.

48. Defendants failed to pay teachers their earned wages for hours worked in violation of the Wage Theft Act, which requires that an employer "shall pay all wages earned to his or her employees on regular paydays designated in advance by the employer." D.C. Code § 32-1302.

49. Under the Wage Theft Act, the Attorney General is authorized to bring a civil action in the Superior Court "against an employer or other person violating [the Wage Theft Act] for restitution or for injunctive, compensatory, or other authorized relief." D.C. Code § 32-1306(a)(2)(A).

50. The District brings this count on behalf of all employees to whom Defendants failed to pay wages, to recover damages and liquidated damages, for violations of the Wage Theft Act in an amount to be proven at trial.

PRAYER FOR RELIEF

Wherefore, Plaintiff District of Columbia, pursuant to D.C. Code §§ 28-3909, 28-3812(g)(1), and 32-1301, *et seq.*, and as authorized by the Court's own equitable powers, request that the Court:

A. Enter a permanent injunction to prevent future violations of the CPPA by Defendants;

B. Award restitution to disgorge amounts the Defendants illegally charged consumers;

C. Enter an Order finding the direct installment loans used by Defendants to have been unconscionable at the time they were made, or to have been induced by unconscionable

conduct, and are therefore unenforceable and void, pursuant to D.C. Code §§ 28-3909 and 28-3812(g)(1);

D. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the CPPA;

E. Award civil penalties in an amount up to \$5,000 per violation of the CPPA pursuant to D.C. Code § 28-3909(b);

F. Award back wages due to any employees to whom Defendants failed to pay wages, as a result of Defendants' failure to pay wages in violation of the Wage Theft Act, in an amount to be proven at trial;

G. Award liquidated damages due to any employees to whom Defendants failed to pay wages, as a result of Defendants' failure to pay wages in violation of the Wage Theft Act, in an amount to be proven at trial;

H. Impose civil penalties against Defendants, as authorized by D.C. Code § 32-1307, in an amount to be proven at trial; and

I. Award Plaintiff the costs of bringing this action, attorneys' fees, as well as such other and additional relief as the Court may determine to be just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury in this action by the maximum number of jurors permitted by law.

Dates: March XX, 2019

Respectfully submitted,

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