

**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.

**PARK 7 RESIDENTIAL L.P.,**  
d/b/a Park 7 Apartments  
4416 East West Highway, Suite 410  
Bethesda, MD 20814,

Defendant.

Case No.:

**CONSENT JUDGMENT AND ORDER**

Plaintiff District of Columbia, by and through its Office of Attorney General's Office of Consumer Protection (the "District"), brought this action for violations of the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* ("CPPA"). The District and Defendant Park 7 Residential, L.P. ("Park 7"), doing business as Park 7 Apartments, stipulate to the entry of this Consent Judgment and Order ("Consent Order") to resolve all matters in dispute in this action between them.

**THE PARTIES**

1. Plaintiff the 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.

2. Defendant Park 7 Residential L.P., doing business as Park 7 Apartments, is a domestic corporation with its headquarters in Bethesda, Maryland and principal place of business at 4416 East West Hwy, Suite 410, Bethesda, MD 20814. Park 7 is the owner of the Park 7 Apartments at 4020 Minnesota Ave. NE, Washington, DC 20019 (the "Property"), a residential apartment building in the District where Park 7 leases residential units to District residents.

#### **ALLEGATIONS**

1. This Court has jurisdiction over this matter.
2. The District filed its Complaint in *District of Columbia v. Park 7 Residential, L.P.* in the Superior Court for the District of Columbia.
3. The District's Complaint alleges that Park 7 engaged in deceptive practices in violation of the District's CPPA, including as set forth in D.C. Code § 28-3904(e), and (f), in that Park 7 attracted tenants of the Property by offering leases stating that tenants would not be billed separately for water, when in fact Park 7 required tenants to pay for the water they used. The District also alleges that Park 7 violated the District's CPPA by inducing tenants to enter renewal leases that shifted the legal obligation to pay for water from Park 7 to the tenant while failing to disclose that the renewal lease materially differed from their previous lease(s).
4. Park 7 denies that it has violated any law, engaged in deceptive practices, or failed to provide its tenants with proper disclosures.
5. The Parties have agreed to the relief set forth in this Consent Order in order to

fully resolve this matter.

### **INJUNCTION**

6. Park 7 shall not engage in any act or practice in violation of the CPPA in connection with the offer for rent of rental units in the District of Columbia.

7. Park 7 shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead consumers concerning Park 7's or a tenant's obligations under a lease of a rental unit in the District of Columbia.

8. Park 7 shall not require tenants of the Property who are parties to a lease stating that the "owner" or "landlord" would be responsible for water (defined herein as "Impacted Consumers") to pay for any costs associated with water usage while the lease is in effect.

9. Park 7 shall not seek to enforce any provision of a renewal lease that was entered before the effective date of this Consent Order and that would require an Impacted Consumer to pay for water usage.

10. Park 7 shall forgive and shall not collect on any debt outstanding as of the date of the consent order that resulted from an Impacted Consumer's non-payment of water bills.

11. Within sixty (60) days of identification of an Impacted Consumer, Park 7 shall (1) notify Studebaker Submetering Incorporated and any other submetering companies responsible for collection of water bills that any debt that resulted from an Impacted Consumer's non-payment of water bills and that is outstanding as of the date of the consent order is forgiven and their respective account balances shall be reduced to \$0; (2) take appropriate steps to terminate any debt collections action pending as of the date of the consent order against any Impacted Consumer as a result of unpaid water bills associated with the Property; and (3) notify the appropriate credit reporting agencies to remove any negative credit report entries made by

Park 7 or its agent(s) against an Impacted Consumer as a result of unpaid water bills associated with the Property.

12. Park 7 shall take appropriate steps to ensure that individual water submeters associated with rental units at the Property are accurate and water costs are appropriately allocated among tenants. To that end, within sixty (60) days of the effective date of this Consent Order, Park 7 shall investigate and remedy any potential submetering issues (defective meters, etc.) at the Property identified by tenants or known to Park 7. Park 7 shall provide the Office of the Attorney General a report summarizing the findings of its investigation and any remedial actions taken within one-hundred and twenty (120) days of the effective date of this Consent Order (“initial report”). Thereafter, Park 7 shall undertake two follow-up audits of water submetering and water billing of tenants at the Property, at twelve-month intervals, and provide the Office of the Attorney General a follow-up report summarizing the findings of its investigation and any remedial actions. The first follow-up report shall be provided to the Office of the Attorney General no later than 365 days after the initial report, and the second follow-up report shall be provided to the Office of the Attorney General no later than 365 days after the first follow-up report.

#### **RESTITUTION PAYMENTS**

13. Park 7 shall pay an Individual Restitution Amount to each Impacted Consumer who is an account holder with Studebaker Submetering Incorporated (“Eligible Consumer”). Consumers who entered into a lease for an apartment at the Property on or before May 1, 2017 are presumed to be Impacted Consumers, unless Park 7 establishes that the Consumer’s original lease stated that the “tenant” would be responsible for water.

14. For a rental unit leased by one Eligible Consumer, the Individual Restitution

Amount that Park 7 shall pay each Eligible Consumer shall equal the amount paid to Studebaker Submetering Incorporated or Park 7 for costs associated with water usage (including interest, late fees, sewer fees, etc.) at the Eligible Consumer's rental unit during the Eligible Consumer's tenancy, minus any refund(s) already made to the Eligible Consumer solely in connection with payment for water ("Unit Restitution Amount"). For a rental unit leased by more than one Eligible Consumer, the Individual Restitution Amount that Park 7 shall pay each Eligible Consumer shall equal the Unit Restitution Amount divided equally among each Eligible Consumer. Studebaker Submetering Incorporated's payment records are presumed to show the amounts paid for costs associated with water usage for a given rental unit, absent additional evidence.

15. The District has provided Park 7 a list of consumers it identified as Eligible Consumers. Within ten (10) days of the effective date of this Consent Order, Park 7 shall provide the District with a spreadsheet (the "Consumer List") setting forth the following information for each Eligible Consumer, with each item below (to the extent known) contained in a separate field:

- a. First Name;
- b. Last Name;
- c. Current Street Address;
- d. Current City;
- e. Current State;
- f. Current Zip Code;
- g. Phone Number(s);
- h. Email Address(es);

- i. Unit number(s) of the property rented from Park 7;
- j. Beginning date of rental(s) for listed consumer;
- k. Ending date of rental(s) for listed consumer, if applicable;
- l. Identity of any co-tenants of the rental(s), if applicable;
- m. Unit Restitution Amount for unit number(s) of listed consumer; and
- n. Individual Restitution Amount owed to listed consumer, as calculated pursuant to paragraph 14.

16. To the extent Park 7 was unable to obtain current addresses for any consumers identified in the list of Eligible Consumers provided by the District, such consumers shall be omitted from the Consumer List described in paragraph 15. Within ten (10) days of the effective date of this Consent Order, Park 7 shall provide the District a separate spreadsheet (the “Unknown Address Consumer List”) that contains the following information for any Eligible Consumer omitted from the Consumer List described in paragraph 15, with each item below (to the extent known) contained in a separate field:

- a. First Name;
- b. Last Name;
- c. Phone Number(s) (if known);
- d. Email Address(es) (if known);
- e. Unit number(s) of the property rented from Park 7;
- f. Beginning date of rental(s) for listed consumer;
- g. Ending date of rental(s) for listed consumer;
- h. Identity of any co-tenants of the rental(s), if applicable;
- i. Unit Restitution Amount for unit number(s) of listed consumer; and

- j. Individual Restitution Amount owed to listed consumer, as calculated pursuant to paragraph 14.

17. For a period of two (2) years following the effective date of this Consent Order, Park 7 shall maintain all of its records in its possession concerning consumers identified in the Consumer List and Unknown Address Consumer List. Park 7 shall provide the District access to these records upon request.

18. Park 7 shall pay into a separate, interest-bearing escrow account to be established by the JND Legal Administration (the "Settlement Administrator") the Individual Restitution Amounts it owes to consumers on the Consumer List, within thirty (30) days of the effective date of this Consent Order. Within fifteen (15) days after such payment into the escrow account, the Settlement Administrator will send a check to each consumer in the amount of the Individual Restitution Amounts reflected under paragraph 15(n), along with the written notice attached as Exhibit A, on the Attorney General's letterhead, informing the consumer that he or she is receiving a refund due to a settlement of this matter. Each check shall be valid for at least ninety (90) days.

19. The Settlement Administrator shall provide notice to the District of each payment that it makes pursuant to this paragraph within fifteen (15) days of delivering a check to a consumer. Such notice may be provided in a summary format and shall include (i) the identity of the consumer receiving the payment; (ii) the date the payment was transmitted; and (iii) the amount of the payment.

20. No later than one hundred twenty (120) days following its payment of the restitution amounts pursuant to paragraph 18, the Settlement Administrator shall deliver to the District:

- a. documents reflecting a restitution payment to a consumer;
- b. a list of all consumers who did not deposit their restitution check; and
- c. a payment to the District in the amount of all un-deposited checks.

21. Upon Park 7's payment as required under paragraph 18, confirmation from the Settlement Administrator of its payment of the restitution amounts pursuant to paragraphs 18-20, and receipt of a payment under paragraph 20(c), Park 7 shall have met its obligation under this Consent Order for paying or dispersing the Individual Restitution Amount reflected under paragraph 15(n) to consumers on the Consumer List. However, any restitution claim that exceeds the Individual Restitution Amount for an Eligible Consumer remains the responsibility of Park 7 and shall be handled by the Claims Administrator pursuant to the claims process described in paragraphs 26 through 28.

22. Within thirty (30) days of the effective date of this Consent Order, Park 7 shall deliver a payment to the District of the sum of the Individual Restitution Amounts reflected under paragraph 16(n) owed to consumers listed on the Unknown Address Consumer List.

23. Upon receipt of the Individual Restitution Amounts owed to Impacted Consumers listed on the Unknown Address Consumer List, Park 7 shall have met its obligation under this Consent Order for paying or dispersing the Individual Restitution Amount reflected under paragraph 16(n) to consumers on the Unknown Address Consumer List. However, any restitution claim that exceeds the Individual Restitution Amount for an Eligible Consumer remains the responsibility of Park 7 and shall be handled by the Claims Administrator pursuant to the claims process described in paragraphs 26 through 28.

24. Within thirty (30) days of the effective date of this Consent Order, Park 7 shall notify all current and former tenants not listed on the Consumer List of this Consent Order by



sending a written notice attached as Exhibit B, on the Attorney General's letterhead, to each tenant's street address and email address on record, informing the consumer that he or she may be entitled to restitution due to a settlement of this matter. For a period of sixty (60) days from the effective date of this Consent Order, Park 7 shall also post notification of the settlement in the Property's elevators and at exits from the Property utilized by tenants. The language of these notifications shall be subject to approval by the District, which approval shall not be unreasonably withheld.

25. The parties agree that the payments made by Park 7 pursuant to paragraphs 18, 20, and 21 are being paid as restitution to each Eligible Consumer identified on the Consumer List and Unknown Address Consumer List pursuant to D.C. Code § 28-3903(a)(13)(A).

26. For a period of one (1) year from the effective date of this Consent Order, Park 7 shall resolve any further claims for restitution it receives from (i) tenants not listed on the Consumer List who assert that they entered a lease with Park 7 stating that the "owner" or "landlord" would be responsible for water or (ii) tenants listed on the Consumer List who assert that they are entitled under this Consent Order to additional reimbursement from Park 7 ("Restitution Claims"). Park 7 shall resolve Restitution Claims either by (i) paying restitution to the consumers within thirty (30) days of their receipt of a consumer's claim and documenting the payment of restitution pursuant to this paragraph by providing the District a copy of any cancelled check evidencing such payment or (ii) submitting the claim for resolution consistent with the procedures set out in this Consent Order at paragraphs 27 through 28 below.

#### **Claims Procedure**

27. If Park 7 contends that any Restitution Claim or any portion of any Restitution Claim is not eligible for payment (a "Disputed Claim"), Park 7 shall, within thirty (30) days of

its initial receipt of the Restitution Claim, resolve the Disputed Claim using the following claim resolution procedure:

- a. Within thirty (30) days of the first instance of Park 7's disputing the eligibility of a consumer to receive restitution under this Consent Order, it shall hire a neutral third party (the "Claims Administrator") to resolve Disputed Claims under this Consent Order. Park 7 shall hire and pay for the Claims Administrator, but the selection of the Claims Administrator shall be subject to approval by the District. To be eligible for appointment, the Claims Administrator must agree to remain available to resolve disputed claims for the entire period remaining under paragraph 26 of this Consent Order.
- b. Within ten (10) days of the Claims Administrator being appointed, or within ten (10) days of Park 7 receiving a Disputed Claim, whichever is later, Park 7 shall simultaneously (1) mail consumers from whom it has received Disputed Claims the Claim Form attached hereto as Exhibit C and (2) provide the Claims Administrator and the District a copy of the following: (A) the consumer's contact information, including email address, telephone number, and mailing address; (B) the consumer's Disputed Claim; (C) all documents provided by the consumer concerning the Disputed Claim; (D) all other documents or information relied upon by Park 7 in declining to pay the restitution claimed by the consumer; and (E) any other relevant information to the Claim in Park 7's possession. If the Claims Administrator has not received a Claims Form from a consumer within thirty (30) days of receiving the Disputed Claim, the Claims Administrator shall attempt to contact the

consumer once by both email and telephone to request the Claims Form before considering the claim abandoned.

- c. The Claims Administrator shall request from Park 7 and consumers any additional information the Claims Administrator deems necessary to make a full and fair decision regarding any Disputed Claim. Park 7 shall be responsible for promptly requesting the payment records associated with the tenant's rental unit from Studebaker Submetering Incorporated and providing these documents to the Claims Administrator.
- d. The Claims Administrator may resolve a Disputed Claim solely based on the information provided pursuant subparagraphs (b) and (c).
- e. The Claims Administrator may conduct hearings on a Disputed Claim by telephone when requested by either party or when the Claims Administrator deems it necessary. The consumer shall be informed in writing of the option for a telephone hearing. No state or federal rule of evidence shall apply to the Claims Administrator's review, including any telephonic hearing conducted pursuant to this paragraph. However, no *ex parte* communications with the Claims Administrator shall occur in connection with any challenged claim other than for purposes of the Claim Administrator requesting and receiving information from Park 7 or a consumer.
- f. The Claims Administrator shall issue a written decision regarding the review of any Disputed Claim within a reasonable period of time, but in no event later than sixty (60) days following receipt of the Disputed Claim or any supporting documentation without good cause. The Claims Administrator's

decision shall be binding on Park 7.

- g. The Claim Administrator shall deliver any decision pursuant to this paragraph to Park 7, the District, and the consumer. In the event a decision issued by the Claims Administrator requires Park 7 to provide restitution to a consumer, Park 7 shall pay that amount to the consumer within thirty (30) days of receiving the decision.
- h. This procedure shall be the sole and exclusive method for consumers and Park 7 to resolve Disputed Claims under this agreement.

28. At the request of Park 7 or the District, the Claims Administrator or his or her designee shall meet and confer with Park 7 and the District for any purpose relating to the administration of the claims review process, including, but not limited to, monitoring and auditing the claims review process.

#### **PAYMENTS TO THE DISTRICT**

29. Park 7 shall pay the District a total of \$477,000.00 for costs and expenses the District has incurred investigating and litigating this matter or that may be incurred by the District in administering the terms of this Consent Order. Park 7 shall make payments as follows: within thirty (30) days of the effective date of this Consent Order, Park 7 shall pay the District a total of \$202,725.00. Payment under this paragraph shall be made via check made out to the D.C. Treasurer and delivered to the Office of the Attorney General consistent with instructions from the Office of the Attorney General. No portion of the payments made under this paragraph is a fine, civil penalty, or forfeiture by Park 7 to the District.

30. If Park 7 makes all payments required under paragraphs 18, 20, 22, and 29, the District agrees to waive the remainder of the payment owed under this Consent Order. Upon the

occurrence of any default in the payments required under paragraph 29 above, Park 7 hereby irrevocably authorizes and empowers any attorney-at-law or Clerk of the Superior Court of the District of Columbia, to appear at any time for Park 7 in any action brought against it to enforce this Consent Order at the suit of the District of Columbia, with or without declaration filed, as of any term, to waive the issuing of service of process, and therein to confess or enter judgment against Park 7 for the entire remaining unpaid sum of the amount due under this paragraph, together with all costs and expenses of enforcing this Consent Order, including reasonable attorney's fees. For purposes of this paragraph, a default shall include Park 7's failure to make all or a portion of the payment required by this paragraph within ten (10) days of the date it is due, or Park 7 making an assignment for the benefit of its creditors, files or has filed against it any proceedings under any reorganization, bankruptcy act or similar law, is adjudicated bankrupt, or becomes insolvent.

#### **GENERAL PROVISIONS**

31. The "effective date" shall be the date on which this Consent Order is entered by this Court.

32. The parties may apply to the Court to modify this Consent Order by agreement at any time. Any party may apply to the Court, without the other party's agreement, to modify this Consent Order for good cause shown based on a substantial change in law or fact occurring after the date this Consent Order is entered.

33. Unless otherwise set forth above, Park 7 shall implement all changes required by this Consent Order within thirty (30) days of its entry by the Court.

34. The District shall provide a ten (10) day notice letter by email and first-class mail to Park 7 upon a good faith belief that Park 7 has violated the injunctive terms of this Consent

Order. Park 7 shall have ten (10) days from the receipt of the notice to explain and correct any violation before the District shall take any legal action to enforce the terms of this Consent Order.

35. Park 7 shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Park 7 is prohibited by this Consent Order.

36. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

37. In entering into this Consent Order, the parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia. This Consent Order may not be used by any consumer as evidence of liability by Park 7 or any other person or entity.

38. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

39. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

40. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the

party changing such address:

Benjamin Wiseman  
Director, Office of Consumer Protection  
Office of the Attorney General  
441 Fourth Street, N.W., Suite 630 South  
Washington, D.C. 20001

For the Plaintiff District of Columbia

Alan Joaquin  
Clyde & Co US LLP  
1775 Pennsylvania Avenue, N.W., Suite 400  
Washington, D.C. 20006

For the Defendant Park 7 Residential, L.P.

41. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

42. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

43. Nothing in this Consent Order shall be construed as relieving Park 7 of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.


44. Park 7 shall deliver a copy of this Consent Order to each of its current and future principals, officers, directors, and managers having decision-making authority with respect to the subject matter of this Consent Order.

45. Park 7 shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.


46. This Consent Order finally disposes of all claims by the parties and the District shall release Park 7 from all claims that the Attorney General asserted or could have asserted under the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*, based on the facts alleged in the Complaint.

KARL A. RACINE  
Attorney General for the District of Columbia

KATHLEEN KONOPKA  
Deputy Attorney General  
Public Advocacy Division

  
\_\_\_\_\_  
Jimmy R. Rock [493521]  
Assistant Deputy Attorney General  
Public Advocacy Division

Date: 11/20/19

  
\_\_\_\_\_  
Benjamin Wiseman [1005442]  
Director  
Office of Consumer Protection

Date: 11/20/19

Jennifer Rimm  
Joshua Morris  
Assistant Attorneys General  
Office of the Attorney General  
441 Fourth Street, N.W., Suite 630 South  
Washington, D.C. 20001

**For Plaintiff District of Columbia**





Date: 11-15-19

Ryan Mason  
Park 7 Residential, L.P.,  
d/b/a Park 7 Apartments  
4020 Minnesota Avenue, N.E.  
Washington, D.C. 20019

**For the Defendant Park 7 Residential, L.P.**

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Judge**

**EXHIBIT A**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL**

**ATTORNEY GENERAL  
KARLA A. RACINE  
OFFICE OF CONSUMER PROTECTION**



[Date]

[FIRST NAME] [LAST NAME]  
[STREET ADDRESS]  
[CITY] [STATE] [ZIP CODE]  
**Refund owed:** [INDIVIDUAL RESTITUTION AMOUNT]

Dear [FIRST NAME] [LAST NAME],

I am pleased to inform you that you will be receiving a refund payment in the amount listed above due to a settlement that was reached by the Office of Consumer Protection in the Office of the Attorney General in the matter of *District of Columbia v. Park 7 Residential, L.P.* [CASE NUMBER] (D.C. Superior Court). The refund is based on the amount you paid Studebaker Submetering Incorporated (“Studebaker”) or Park 7 Residential, L.P. (“Park 7”) for costs associated with water usage during your tenancy at 4020 Minnesota Ave NE, Washington, DC, 20019. Please be advised that the total water costs for a rental unit were divided equally among all Studebaker account holders associated with your rental unit for purposes of refund payments under this settlement. To the extent that you have any outstanding balance owed on your water bill, as part of the settlement Park 7 is forgiving all amounts outstanding and your account balance owing on water bills is now \$0. Park 7 is also taking steps to terminate any debt collection activities and/or remove negative credit reporting based on water bills to affected tenants.

If you believe you are entitled to an additional refund, please contact:

Ryan Mason  
Park 7 Residential, L.P.,  
d/b/a Park 7 Apartments  
4020 Minnesota Avenue, N.E.  
Washington, D.C. 20019

Please explain the basis of your claim for an additional refund and provide any supporting documentation, including records of payments to Studebaker or Park 7 in excess of the refund amount stated herein and a copy of your lease, if available. Please also provide your name, address, email address, and telephone number, and the name and contact information of any co-tenants of your rental unit, if applicable. Park 7 will review your claim and contact you within approximately 30 days regarding the outcome of this review. Your claim may be referred to a Claims Administrator should Park 7 dispute your eligibility for the refund claimed.

If you have any questions or concerns about why you are receiving your refund payment or the amount of the refund, you may call Office of Consumer Protection at (202) 442-9828 or e-mail your questions to [consumer.protection@dc.gov](mailto:consumer.protection@dc.gov).

Sincerely,

KARL A. RACINE  
Attorney General for the District of Columbia

**EXHIBIT B**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE ATTORNEY GENERAL**

**ATTORNEY GENERAL  
KARL A. RACINE  
OFFICE OF CONSUMER PROTECTION**



[Date]

[FIRST NAME] [LAST NAME]  
[STREET ADDRESS]  
[CITY] [STATE] [ZIP CODE]

Dear [FIRST NAME] [LAST NAME],

I write to inform you that a settlement was reached by the Office of Consumer Protection in the Office of the Attorney General in the matter of *District of Columbia v. Park 7 Residential, L.P.* [CASE NUMBER] (D.C. Superior Court), under which you may be entitled to a refund. The settlement requires Park 7 Residential, L.P. (“Park 7”) to refund water costs paid by tenants of 4020 Minnesota Ave NE, Washington, DC, 20019 (the “Property”) who entered lease agreements stating that the landlord or owner would be responsible for water. Tenants who entered into a lease for an apartment at the Property before May 1, 2017 are presumed to be eligible for a refund. Please be advised that, if you are eligible for a refund payment under this settlement, the total water costs for a rental unit will be divided equally among all Studebaker account holders associated with your rental unit for purposes of this payment.

If you believe you are entitled to a refund, please contact:

Ryan Mason  
Park 7 Residential, L.P.,  
d/b/a Park 7 Apartments  
4020 Minnesota Avenue, N.E.  
Washington, D.C. 20019

Please explain the basis of your claim for a refund and provide any supporting documentation, including records of payments to Studebaker Submetering Incorporated or Park 7 for water and a copy of your lease, if available. Please also provide your name, address, email address, and telephone number, and the name and contact information of any co-tenants of your rental unit, if applicable. Park 7 will review your claim and contact you within approximately 30 days regarding the outcome of this review. Your claim may be referred to a Claims Administrator should Park 7 dispute your eligibility for the refund claimed.

If you have any questions or concerns, you may call Office of Consumer Protection at (202) 442-9828 or e-mail your questions to [consumer.protection@dc.gov](mailto:consumer.protection@dc.gov).

Sincerely,

KARL A. RACINE  
Attorney General for the District of Columbia

**EXHIBIT C**

[Date]

Re: Park 7 Residential, L.P.  
[Consumer Name]

Dear [Consumer]:

Pursuant to a settlement that Park 7 Residential, L.P. ("Park 7") recently reached with the Office of the Attorney General for the District of Columbia concerning payment of water bills under leases with tenants of 4020 Minnesota Ave NE, Washington, DC, 20019 (the "Property"), we have reviewed your claim for a refund payment. Park 7 is denying your claim because [state reason].

You have the right to have your claim reconsidered by [Insert Name of Claims Administrator], who is a neutral third-party serving as the Claims Administrator in connection with the settlement. If you wish to have your complaint reconsidered, please return the Claim Form attached to this letter to:

[Name of Claims Administrator]  
[Address of Claims Administrator]  
[Fax # of Claims Administrator]

Park 7 will provide the Claims Administrator with your claim and all supporting documents it has or that you provided to Park 7. You may use the attached Claim Form to provide the Administrator with any additional information about your claim. Under the settlement, the Claims Administrator may contact you for more information. Otherwise, the Claims Administrator will notify you of the decision on your complaint within approximately sixty (60) days.

If you have any questions about this process, you may contact the Office of the Attorney General for the District of Columbia at (202) 442-9828.

[Signature block]

**Return to:**

[Name of Claims Administrator]  
[Address of Claims Administrator]  
[Fax # of Claims Administrator]

**PARK 7 CLAIM FORM**

Consumer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Do you want to have your claim against Park 7 Residential, L.P. ("Park 7") reviewed by [Name of Claims Administrator], a neutral third-party claims administrator?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you want to provide more information concerning your claim to [Name of Claims Administrator], please use the space provided below. You may also attach any additional documents you want considered.

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**PLEASE CALL THE OFFICE OF THE ATTORNEY GENERAL FOR THE DISTRICT OF COLUMBIA AT (202) 442-9828 IF YOU HAVE ANY QUESTIONS CONCERNING YOUR CLAIM.**