

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA)
400 6th Street, NW)
Washington, D.C. 20001)

Plaintiff,)

v.)

NEW BETHEL BAPTIST CHURCH HOUSING)
CORPORATION, INC.)
1739 9th Street, NW)
Washington, D.C. 20001)

SERVE ON Registered Agent:)

DEXTER U. NUTALL)

1739 9th Street, NW)

Washington, D.C. 20010)

and)

EVERGREEN 801 RI APARTMENTS LLC)
1900 M Street, NW, Suite 400)
Washington, DC 20036)

SERVE ON Registered Agent:)

ERIC JENKINS)

1900 M Street, NW, Suite 200)

Washington, D.C. 20036)

Defendants.)

Civ. No.: 2021 CA 511 B

**COMPLAINT FOR VIOLATIONS OF THE TENANT RECEIVERSHIP ACT,
CONSUMER PROTECTION PROCEDURES ACT AND
THE NONPROFIT CORPORATIONS ACT**

Plaintiff the District of Columbia (“District”), through the Office of the Attorney General, brings this action against Defendants New Bethel Baptist Church Housing Corporation, Inc. and Evergreen 801 RI Apartments LLC (collectively, “Defendants”) pursuant to the Tenant Receivership Act (“TRA”), D.C. Code §§ 42-3651.01–42-3651.08, the Consumer Procedures Act

(“CPPA”), *id.* §§ 28-3901–28-3913, and the Nonprofit Corporations Act (“NCA”), *id.* §§ 29-401.01–29-414.04. In support of its claims, the District states as follows:

INTRODUCTION

1. For nearly fifty years, New Bethel Baptist Church Housing Corporation, Inc. (“New Bethel”) has owned, managed, operated, and controlled Foster House Apartment Complex—an eight-story, 76-unit residential apartment complex located in the heart of the District of Columbia, at 801 Rhode Island Avenue NW, Washington, D.C. 20001 (the “Property” or “Foster House”).

2. New Bethel’s purpose as a nonprofit corporation is exclusively to provide housing to low- and moderate-income families, including to “maintain, [and] improve . . . any real estate . . . necessary to the operation of the project.”

3. Most of the residents living in the forty-three (43) occupied units in Foster House are seniors, many of whom have resided in Foster House for decades.

4. In 2018, New Bethel leased Foster House to Evergreen 801 RI Apartments, LLC (“Evergreen 801”) for a term of one-hundred-four (104) years, ending in December 1, 2122. Article 9 of the lease provides that Evergreen 801 maintain Foster House in “good order, condition and repair.”

5. Defendants consistently have failed to maintain Foster House in a safe and habitable condition, forcing its tenants, many of whom are low-income seniors on fixed incomes, with medical issues and disabilities, to endure homes with leaks, mold, inoperable appliances, vermin infestations, and issues with electricity, heating, cooling, ventilation, and safety that seriously threaten the tenants’ health, safety, and security.

PARTIES

6. 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 Office of the Attorney General for the District of Columbia (“OAG”). OAG 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). OAG is also specifically authorized to enforce the TRA, the CPPA and the NCA. *See* D.C. Code § 42-3651.03; *see id.* § 28-3909; *see also id.* § 29-412.20.

7. Defendant New Bethel Baptist Church Housing Corporation, Inc. (“New Bethel”), a nonprofit corporation organized under the laws of the District of Columbia and governed by a Board of Directors, maintains its principal place of business at 1729 9th Street NW, Washington, D.C. 20001.

8. Defendant Evergreen 801 RI Apartments, LLC, a limited liability company organized under the laws of the District of Columbia, also maintains its principal place of business at 1900 M Street NW, Washington, DC 20036.

JURISDICTION

9. The Court has subject matter jurisdiction over the District’s claims pursuant to D.C. Code §§ 11-921, 28-3909, and 29-412.20.

10. The Court has personal jurisdiction over Defendants pursuant to D.C. Code §§ 13-422 and 13-423.

FACTS

11. “Foster House” is an eight-story, federally subsidized apartment building located at 801 Rhode Island Avenue NW in Washington, D.C.



Satellite View of Foster House, Google Maps (Sept. 9, 2020)

12. The Property has seventy-six (76) units, comprised of seven (7) studio apartments, fourteen (14) one-bedroom apartments, forty (40) two-bedroom apartments, and fifteen (15) three-bedroom apartments.

13. Today, most of the residents of the approximately 43 occupied units in Foster House are seniors—many of whom have lived in Foster House for decades.

14. The Property is subject to project-based rental subsidies through the United States Department of Housing and Urban Development (“HUD”) and currently has an active Housing Assistance Payment Contract with HUD.

New Bethel Constructed Foster House to Provide Affordable Housing for Low- and Moderate- Income Families in the District.

15. New Bethel was created as a nonprofit corporation to participate in the 1960s Shaw/Howard Urban Renewal Project's rebuilding of the neighborhood and to provide low- and moderate-income housing for members and neighbors of the church and other eligible families. As outlined in its Articles of Incorporation, New Bethel's purpose is to provide housing in a multi-family rental project (or a cooperative housing project) for displaced families and families of low- and moderate- income, including to "maintain, [and] improve . . . any real estate . . . necessary to the operation of the project."

16. In 1971, New Bethel agreed to construct and maintain the Foster House Apartment Complex as part of its effort to provide affordable housing for low- and moderate-income families and individuals. Since New Bethel began renting units in Foster House to tenants in 1973, Foster House has been untouched by major renovation and has therefore significantly deteriorated. The resulting uninhabitable conditions are contrary to New Bethel's non-profit purpose to maintain and provide housing to low- and moderate-income residents.

17. On November 30, 2018, New Bethel and Evergreen 801 entered into a "Memorandum Ground Lease," which was recorded with the D.C. Recorder of Deeds on December 18, 2018. The document states that New Bethel is leasing Foster House to Evergreen 801 for a term of one-hundred-four (104) years, from November 30, 2018 through December 1, 2122. The lease requires Evergreen 801 maintain Foster House.

Foster House Has Been in Serious Disrepair Since at Least 2015.

18. Foster House has been, and continues to be, in serious disrepair, causing its tenants to live in substandard housing conditions.

19. Federal and local agencies have cited the Property consistently for housing violations, including violations that threatened the health, safety, and security of the tenants, based on the Housing Code, 14 D.C.M.R. § 400 *et seq.*, the Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.*, and the REAC Inspection Standards, 24 C.F.R. § 200.850 *et seq.*

20. On July 13, 2015, HUD inspected twenty units at Foster House and the common areas, citing thirty-two (32) housing violations in total. HUD's evaluation indicated that there were health and safety deficiencies at Foster House.

21. On August 22, 2018, HUD again inspected twenty apartments and the commons areas at Foster House, this time citing forty-nine (49) housing violations in total and finding that the Property failed the inspection with a score of 40c out of 100. The "c" indicates that at least one life-threatening health or safety violation was uncovered during the REAC inspection.

22. The 2018 HUD evaluation again indicated that life-threatening health and safety deficiencies existed and had in fact severely worsened between 2015 and 2018.

23. On March 11, 2019, the Department of Consumer and Regulatory Affairs ("DCRA") inspected fifteen apartments at the Property and identified 103 housing code violations in those fifteen apartments alone.

24. On October 13, 2020, OAG retained a property inspection company, CTI District Services, Inc. ("CTI"), to perform an inspection of twelve units and the common areas of Foster House. CTI identified over 190 housing violations in those twelve units alone and 27 violations in the common areas noting that "[t]hroughout the inspection, many safety-related deficiencies and repetitive deficiencies are observed."

25. Each of these four inspections shows a history of neglect and indifference in Defendants' maintenance of the Property. The tenants at Foster House have suffered from living in apartments with numerous dangerous conditions, including, but not limited to:

- A) mold and serious leaks from the plumbing, windows and unknown sources;
- B) electrical issues;
- C) fire safety issues;
- D) heating, cooling and insulation issues;
- E) ventilation issues;
- F) severe vermin and bug infestation; and
- G) structural issues.

Serious Leaks and Mold

26. The 2015 HUD inspection revealed mold and water damage at Foster House.

27. In 2018, HUD's inspection identified leaks in twelve units and in the common areas—sometimes near or on electrical equipment—and mold and issues with plumbing, including broken, leaking, or clogged pipes or drains throughout the building.

28. DCRA's 2019 inspection cited Foster House for violations for leaks in units and common areas, as well as water damage and chipping paint to a ceiling.

29. In October 2020, CTI's inspection again revealed serious mold growth, water damage in the ceiling or walls (including cracks), and poor drainage in the bathrooms, as well as leaky or defective pipes—including leaky sanitary and water pipes in the maintenance office of the building.

Pervasive Electrical Issues

30. In 2015, HUD's inspection revealed exposed wires in common area locations.

31. In 2018, HUD's inspection again revealed exposed wires in at least eight common area locations.

32. In 2019, DCRA's inspectors revealed poorly installed electrical facilities, wiring, equipment, and appliances.

33. In 2020, CTI's inspection again revealed these same problems: missing receptable outlets in bathrooms, defective outlets, missing permits for the panels, missing covers for light fixtures, an improperly installed switch in the mechanical closet of an apartment, an improperly installed cable wire hanging from the wall and ceiling in an apartment, a non-GFCI protected deteriorated outlet next to a sink in at least one apartment, and loose electrical cables in the maintenance office.

Pervasive Fire and Safety Issues

34. In 2015, HUD noted that a door in the common area was either missing or damaged.

35. Smoke detectors have been missing or inoperable at Foster House since at least 2018.

36. In 2018, HUD noted missing or inoperable smoke detectors at Foster House and inoperable auxiliary emergency lights across multiple units, an inoperable or unlockable window in the common area, damaged hardware or locks on a common area door, and a missing or damaged entry door.

37. In 2019, DCRA identified at least twenty missing or inoperable smoke alarms or detectors at Foster House.

38. Defendants received notice of fire safety issues at Foster House from both HUD inspections and the DCRA inspection.

39. In 2020, CTI again identified these same fire and safety problems, including missing carbon monoxide alarms in multiple units and expired fire extinguishers throughout the building corridors.

Pervasive Heating, Cooling, and Insulation Issues

40. Since at least 2015, Foster House has suffered from pervasive issues concerning heating and insulation that demonstrate a serious pattern of neglect.

41. In 2018, HUD noted missing covers and breakers to the electrical system in the building. Additionally, HUD noted that the certificate for the boilers either could not be provided or was expired.

42. In 2019, DCRA inspectors noted that the HVAC system was defective in an apartment, the heating was not maintained in good and working condition, the windows needed to be weatherproofed, and the thermostat in a unit was defective.

43. CTI's inspection again revealed these same problems, including defective thermostats in all inspected units, defective in-wall space heaters in multiple units, and at least twenty-two exhaust fans were missing in the units they inspected. CTI's inspection also showed that the heat system was not in operation. Even though D.C. law requires a minimum of 68 degrees to be maintained after October 1, CTI found that the heating in the Property was not compliant with D.C. law as it was below 68 degrees in the units of the mostly elderly tenants. Moreover, CTI noted that there were no visible up-to-date maintenance records for equipment in the mechanical room, the water heater discharge pipe was at an incorrect height, the water heaters were missing proper gauges for monitoring, the low voltage cabinet did not have a cover, and the insulation was missing for the hot water piping.

Serious Ventilation Issues

44. In 2015, HUD noted a missing or inoperable dryer vent in the building.

45. In 2019, DCRA's inspectors noted that the bedroom vents in multiple units were defective, not secure, or not free from obstruction.

46. In 2020, CTI's inspection again identified ventilation issues at Foster House, including air circulation mechanical equipment not in working order and a lack of combustion air for the mechanical room in order to properly ventilate. Additionally, the ducts were not properly sealed or installed in at least ten units.

Severe Vermin and Bed Bug Infestation

47. Since at least 2015, Foster House has suffered from serious issues concerning vermin infestation. In 2015, HUD's inspection identified bedbugs in at least sixteen units.

48. In 2019, DCRA identified a rodent infestation.

49. In 2020, CTI again identified a rodent infestation.

Structural Issues

50. HUD's inspection in 2015 revealed peeling paint on the walls.

51. HUD's inspection in 2018 revealed cracks or gaps in the exterior walls, holes or missing tiles or panels, water damage, and peeling paint in the ceiling in the common areas.

52. In 2019, DCRA's inspection revealed again structural issues, citing violations for defective and malfunctioning windows, inoperable interior doors, decayed wood, peeling paint, cracks on the walls and ceilings, and structural issues with windows, skylights, doors, stairs, and walking surfaces.

53. CTI's 2020 inspection again revealed structural issues, citing violations that include holes in the exterior wall located at the rear of the building, near the ground level as well as a rusted exterior door near a cracked foundation and loose bricks by the side entry door.

Malfunctioning Elevators

54. According to tenants, many who depend on the elevators due to having disabilities, the elevators in the building frequently break down, often at the same time, and are inoperable for long

periods of time. In 2018, HUD noted that the certificate for the elevators either could not be provided or was expired. In 2020, CTI's inspection again confirmed that the elevator certificate was not posted in the elevator, nor was there any signage to direct where the certificate was.

55. The issues described above are also in line with other issues at the Property, which include but are not limited to, defective locks, damaged and inoperable kitchen appliances, damaged and dismembered cabinets, damaged and inoperable showers and tubs, and tripping hazards in the flooring.

The Building's State of Disrepair Seriously Threatens the Health, Safety, and Security of the Tenants.

56. The housing violations at Foster House seriously threaten the health, safety, and security of its tenants.

57. One longtime tenant has disabilities and spends ten to fifteen percent of his fixed income on making repairs in his unit, because management does not make repairs. This tenant, a senior, has arthritis and a heart condition that makes ambulating difficult. The mold and the lack of ventilation in his unit exacerbates his Chronic Obstructive Pulmonary Disease ("COPD") diagnosis. At one point, the toilet, which the management was supposed to repair, collapsed.

58. The living conditions of Foster House have also deeply affected a second longtime tenant. The conditions in this tenant's unit, which include a mice infestation, poor air circulation, a worn-out carpet causing a tripping hazard, and a malfunctioning heater, have exacerbated her COPD and lupus. The carpet in particular is troublesome for the tenant because of her autoimmune disease. Additionally, she is highly anxious and depressed due to the conditions in Foster House and Defendants' lack of responsiveness to her complaints. The poor conditions in her home prevent her from having guests and further isolate her. Because the central air conditioning does not work in the summer and the tenant needs air conditioning for her COPD, she relies on a window unit

and spends a significant amount of her fixed income on her electric bill. The malfunctioning elevators also impact her ability to ambulate comfortably, as she resides on the eighth floor.

59. A third tenant has resided in Foster House for over 40 years. The housing issues at Foster House have disrupted her life. Similar to other residents, this tenant has limited income, and her electric bills are higher due to needing a window air conditioning unit, which is a sizeable financial burden. She does not feel safe living in Foster House due to the poor security measures in the building, such as front doors and gates that are not secure. The rodent infestation throughout the building causes her a great deal of anxiety and stress. Additionally, the roach infestation in the laundry room and in the basement frustrates the tenant. She knows that many of the tenants who rented market-rate apartments have vacated the building due to the housing conditions—only the subsidized tenants remain because it is affordable and they have nowhere else to go. She also reports that she often has to take maintenance matters into her own hands, such as shoveling snow from the building and helping snake a drain in the building basement, because the owners fail to make required repairs.

60. A fourth tenant has been at Foster House for nearly 30 years. The mold in her unit makes breathing difficult. Additionally, the repair issues have caused a great deal of stress and anxiety for her, as management does not make repairs. Her grandchildren and children are unable to visit due to the poor housing conditions in her unit.

61. A fifth tenant's COPD is also exacerbated by the mold in her unit.

62. The current HVAC system does not provide sufficient and consistent heat to the mostly elderly building residents, who are particularly vulnerable to, and suffer from, these poor conditions. The heating systems at Foster House remain defective. Additionally, the heating units are emitting a black substance, compelling tenants to use their oven as a source of heat instead.

63. Security issues at Foster House remain a concern of the tenants. In January 2020, Foster House tenants complained of safety and security issues at Foster House due to the insecure doors to the buildings. Unauthorized, intimidating persons who do not live at Foster House, and who are not guests of Foster House residents, are found regularly within and on the grounds of the mostly senior occupied property. The tenants complained that the presence of these unauthorized individuals was both intrusive and intimidating.

COUNT ONE
(Petition for Appointment of a Receiver under the Tenant Receivership Act
Against All Defendants)

64. The District incorporates by reference paragraphs 1 through 63.

65. Defendants have operated Foster House in a manner that demonstrates a pattern of neglect under D.C. Code § 42-3651.02(b). Foster House has suffered from systemic repair issues that relate to leaks and mold, plumbing, electrical systems, fire safety equipment, and structural integrity of the Property.

66. This pattern of neglect has been ongoing for over five years—well beyond the statutory period of thirty (30) consecutive days. Abandoning their original mission, New Bethel has ignored repeated complaints from tenants, many seniors with disabilities, about unhealthy and unsafe conditions. Evergreen 801 has not maintained the property like they agreed to do pursuant to the terms of their lease.

COUNT TWO
(Misrepresentations and Omissions in Violation of the Consumer Protection Procedures
Act for the Housing Conditions Against All Defendants)

67. The District incorporates by reference paragraphs 1 through 66.

68. The District of Columbia Consumer Protection Procedures Act (“CPPA”) is a remedial statute that is to be broadly construed. It establishes an enforceable right to enjoin unlawful trade

practices regarding consumer goods and services that are or would be purchased, leased, or received in DC.

69. Defendants offer rental housing in Foster House to consumers for personal, household, or family purposes which, therefore, are consumer goods and services.

70. Defendants, in the ordinary course of business, offer to lease or supply consumer goods and services and, therefore, are “merchants” under the CPPA. *See* D.C. Code § 28-3901(a)(3).

71. The tenants in Foster House are “consumers” under the CPPA because they rented their units in Foster House for personal, household, or family purposes. *See id.* § 28-3901(a)(2).

72. The CPPA authorizes OAG to file suit against any person it has reason to believe “is using or intends to use any method, act, or practice [that is an unlawful trade practice] in violation of ... D.C. Code § 28-3904.” D.C. Code § 28-3909(a).

73. Under the CPPA, it is an unlawful trade practice for any person to:

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

(d) represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;

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

(f) fail to state a material fact if such failure tends to mislead [...].

D.C. Code § 28-3904.

74. Here, Defendants committed unlawful trade practices under the CPPA when, among other acts, they:

- a. implicitly represented to tenants/consumers, through the offering and entering into of leases and other acts, that Foster House was safe and habitable and would be maintained in compliance the laws and regulations (including the District’s housing

code) when, in fact, Foster House is not habitable and Defendants have not maintained Foster House in a manner consistent with federal and the District's laws and regulation, in violation of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, the Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.*, and the REAC Inspection Standards, 24 C.F.R. § 200.850 *et seq.*;

- b. implicitly represented to tenants/consumers that Defendants have abated or will abate all housing code violations and any other material defects that pose a serious threat to the health, safety, or security of the tenants/consumers when, in fact, Defendants have not done so in violation of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, the Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.*, and the REAC Inspection Standards, 24 C.F.R. § 200.850 *et seq.*; and
- c. collecting rent from tenants/consumers while failing to inform them that Defendants would continuously and systematically fail to maintain Foster House in a habitable condition, in violation of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, the Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.*, and the REAC Inspection Standards, 24 C.F.R. § 200.850 *et seq.*

75. Defendants' misrepresentations and material omissions of fact both had the capacity and tendency to mislead consumers and constitute unfair and deceptive trade practices in violation of § 28-3904 (a), (d), (e), and (f) of the CPPA.

COUNT THREE
(Unlawful Trade Practices Contrary to District Law in Violation of the Consumer Protection Procedures Act for the Housing Conditions Against All Defendants)

76. The District incorporates by reference paragraphs 1 through 75.

77. The CPPA prohibits any person from engaging in unfair or deceptive trade practices, including trade practices that violate other District of Columbia laws and regulations, including “any provision of title 16 of the District of Columbia Municipal Regulations.” D.C. Code § 28-3904(dd).

78. Defendants have engaged in unfair and deceptive trade practices affecting District consumers, in violation of D.C. Code § 28-3904, by engaging in trade practices that violate District laws and regulations meant to protect and promote the health, safety, and welfare of tenants by failing to abate the numerous violations of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, the Property Maintenance Code, 12 D.C.M.R. § PM-101G *et seq.*, and the REAC Inspection Standards, 24 C.F.R. § 200.850 *et seq.*, found within Foster House, in violation of 16 D.C.M.R. § 3305.

COUNT FOUR
(Violations of the Nonprofit Corporations Act Against Defendant New Bethel Baptist Church Housing Corporation, Inc.)

79. The District incorporates by reference paragraphs 1 through 78.

80. At their most basic level, nonprofit organizations are set up to benefit the public and must operate exclusively for public purposes. In the District, a nonprofit corporation must adhere to the nonprofit purposes outlined in its bylaws and articles of incorporation. *See* D.C. Code § 29-412.20 (a)(1)(C).

81. The Nonprofit Corporations Act (“NCA”) broadly empowers the Attorney General to police the nonprofit activities in the District to ensure that nonprofits operate in a manner that is consistent with the public purpose for which the nonprofits were created. *See id.* § 29-412.20(a)(1). This includes the ability to secure broad injunctive and equitable relief whenever a District non-profit corporation “has exceeded or abused and is continuing to exceed or abuse the

authority conferred on it by law” or “has continued to act contrary to its nonprofit purposes.” *See id.* § 29–412.20(a)(1)(B) and (C).

82. As a District nonprofit corporation, New Bethel must operate in accordance with the requirements of the NCA, its articles of incorporation and bylaws, and in furtherance of its nonprofit purposes by maintaining appropriate corporate governance and oversight.

83. New Bethel’s Articles of Incorporation provide that its nonprofit purpose is to “exclusively provide housing in a multi-family rental project . . . for the use and occupancy of families displaced from urban renewal areas . . . and for families of low and moderate income,” including to “maintain, [and] improve . . . any real estate . . . necessary to the operation of the project.”

84. New Bethel has abused and is continuing to abuse the authority conferred on it by law by not maintaining or providing adequate housing for years to its low- and moderate-income residents and allowing the building to fall into serious disrepair.

RELIEF REQUESTED

Wherefore, Plaintiff, the District of Columbia, respectfully requests that the Court:

Relief Pursuant to the Tenant Receivership Act (“TRA”)

(a) Appoint a receiver who has demonstrated to the Court the expertise to develop and supervise a viable financial and repair plan for the satisfactory rehabilitation of the multi-unit rental housing accommodations which are the subject of this lawsuit;

(b) Order that Defendants, jointly and severally, contribute funds in excess of the rents collected from the rental housing accommodation for the purposes of abating Housing Code violations and assuring that any conditions that are a serious threat to the health, safety, or security of the occupants or public are corrected pursuant to D.C. Code § 42-3651.05(f);

- (c) Award reasonable attorney's fees pursuant to D.C. Code § 42-3651.07 (b)(1);
- (d) Award all allowable costs;

Relief Pursuant to the Consumer Protection Procedures Act ("CPPA")

(e) Order that Defendants shall not engage in any unfair or deceptive trade practice prohibited by the CPPA within the District of Columbia;

(f) Award restitution to disgorge the rent amounts that Defendants charged tenants while Foster House was in violation of the District's Housing Code or otherwise uninhabitable under D.C. Code § 28-3909(a);

(g) Award civil penalties in an amount to be proven at trial and as authorized per violation of the CPPA pursuant to D.C. Code § 28-3909(b);

(h) Award reasonable attorney's fees pursuant to D.C. Code § 28-3909(b);

(i) Award all allowable costs;

Relief Pursuant to the Nonprofit Corporations Act ("NCA")

(j) Order that Defendant New Bethel shall not engage in any practice prohibited by the NCA, D.C. Code § 29-401.01 *et seq.*, within the District of Columbia;

(k) Order any injunctive relief that the Court deems appropriate pursuant to D.C. Code § 29-412.20(a);

(l) Provide any other relief deemed appropriate by the Court, including a permanent injunction against any further violation of the TRA, CPPA, and NCA.

Dated: February 19, 2021

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
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Public Advocacy Division

JIMMY ROCK
Assistant Deputy Attorney General
Public Advocacy Division

/s/

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Attorneys for the District of Columbia

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

DISTRICT OF COLUMBIA

Case Number: 2021 CA 511 B

vs

Date: February 19, 2021

NEW BETHEL BAPTIST CHURCH HOUSING CORPORATION, INC. ET AL.

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

| | |
|---|---|
| Name: <i>(Please Print)</i> Olivia Jerjian | Relationship to Lawsuit |
| Firm Name: District of Columbia Office of the Attorney General | <input checked="" type="checkbox"/> Attorney for Plaintiff |
| Telephone No.: Six digit Unified Bar No.: (202) 215-9161 1034299 | <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____ |

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

| | | |
|---|---|--|
| NATURE OF SUIT: <i>(Check One Box Only)</i> | | |
| 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 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 checked="" 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 |

SEE REVERSE SIDE AND CHECK HERE IF USED

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/ Olivia Jerjian, D.C. Bar #1034299

Attorney's Signature

February 19, 2021

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

DISTRICT OF COLUMBIA

Plaintiff

vs.

Case Number 2021 CA 511 B

NEW BETHEL BAPTIST CHURCH HOUSING CORPORATION, INC.

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.

Olivia Jerjian (DC Bar No. 1034299)

Name of Plaintiff's Attorney

OAG, 600 4th Street NW, 10th Floor

Address

Washington, DC 20001

(202) 215-9161

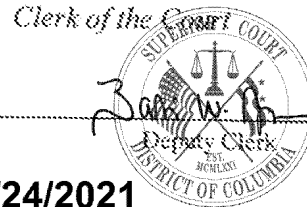
Telephone

如需翻译,请打电话 (202) 879-4828

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

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

번역을 원할 시엔, (202) 879-4828로 전화주세요. የአገልግሎት ለማግኘት (202) 879-4828 ይጻፉ



By

Date 02/24/2021

Date

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
Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL

Sección de Acciones Cíviles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

DISTRICT OF COLUMBIA

.....
Demandante
contra

Número de Caso: 2021 CA 511 B

NEW BETHEL BAPTIST CHURCH HOUSING CORPORATION, INC.
.....
Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintidós (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

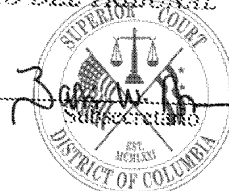
Olivia Jerjian (DC Bar No. 1034299)
.....
Nombre del abogado del Demandante

OAG, 600 4th Street NW, 10th Floor
.....
Dirección
Washington, DC 20001

(202) 215-9161
.....
Teléfono

SECRETARIO DEL TRIBUNAL

Por:



Fecha 2/22/2021

如需翻译, 请拨打 (202) 879-4828

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

Để có mặt bản dịch, hãy gọi (202) 879-4828

如需翻译, 请拨打 (202) 879-4828

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IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE Oponerse a esta acción, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés
See reverse side for English original



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

DISTRICT OF COLUMBIA

Plaintiff

vs.

Case Number 2021 CA 511 B

EVERGREEN 801 RI APARTMENTS 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.

Olivia Jerjian (DC Bar No. 1034299)

Name of Plaintiff's Attorney

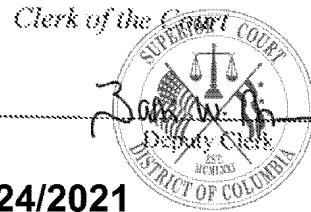
OAG, 400 6th Street, NW, 10th Floor

Address

Washington, DC 20001

(202) 215-9161

Telephone



Clerk of the Court

By

02/24/2021

Date

如需翻译, 请拨打 (202) 879-4828

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

Để có mặt bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화하십시오. 번역을 받기 위해 (202) 879-4828 을 호출하십시오.

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.

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TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL

Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

DISTRICT OF COLUMBIA

Demandante

contra

Número de Caso: 2021 CA 511 B

EVERGREEN 801 RI APARTMENTS LLC

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

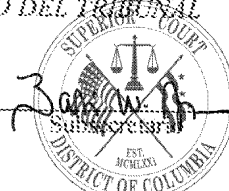
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Olivia Jerjian (DC Bar No. 1034299)
Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

OAG, 400 6th Street, NW, 10th Floor
Dirección
Washington, DC 20001

Por:



(202) 215-9161
Teléfono

Fecha 2/22/2021

加爾語譯, 請打電話 (202) 879-4828

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

加爾語譯, 請打電話 (202) 879-4828

የአገልግሎት ለማግኘት (202) 879-4828 ይጠቀሱ

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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

DISTRICT OF COLUMBIA

Vs.

C.A. No. 2021 CA 000511 B

NEW BETHEL BAPTIST CHURCH HOUSING CORPORATION, IN et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“Super. Ct. Civ. R.”) 40-1, it is hereby **ORDERED** as follows:

(1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge SHANA FROST MATINI

Date: February 22, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, May 21, 2021

Location: Courtroom 517

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver if in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Anita M. Josey-Herring

Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

Option 1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the **Audio Alternative**

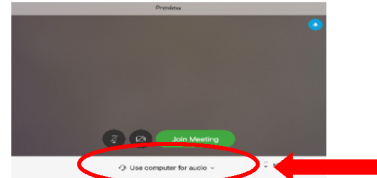
Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:
<https://dccourts.webex.com/meet/XXXXXXXX>

Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

AUDIO ALTERNATIVE: Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

For Technical Questions or issues Call: (202) 879-1928, Option #2

Superior Court of the District of Columbia
Public Access for Remote Court Hearings
(Effective August 24, 2020)

The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free). After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

| Division | Courtroom | Types of Hearings Scheduled in Courtroom | Public Access via WebEx | |
|----------------|-----------|--|---|------------------|
| | | | WebEx Direct URL | WebEx Meeting ID |
| Auditor Master | 206 | Auditor Master Hearings | https://dccourts.webex.com/meet/ctbaudmaster | 129 648 5606 |
| Civil | 100 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb100 | 129 846 4145 |
| | 205 | Foreclosure Matters | https://dccourts.webex.com/meet/ctb205 | 129 814 7399 |
| | 212 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb212 | 129 440 9070 |
| | 214 | Title 47 Tax Liens; and Foreclosure Hearings | https://dccourts.webex.com/meet/ctb214 | 129 942 2620 |
| | 219 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb219 | 129 315 2924 |
| | 221 | Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb221 | 129 493 5162 |
| | 318 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb318 | 129 801 7169 |
| | 320 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb320 | 129 226 9879 |

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| | 400 | Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes | https://dccourts.webex.com/meet/ctb400 | 129 339 7379 |
| | 415 | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | https://dccourts.webex.com/meet/ctb415 | 129 314 3475 |
| | 516 | | https://dccourts.webex.com/meet/ctb516 | 129 776 4396 |
| | 517 | | https://dccourts.webex.com/meet/ctb517 | 129 911 6415 |
| | 518 | | https://dccourts.webex.com/meet/ctb518 | 129 685 3445 |
| | 519 | | https://dccourts.webex.com/meet/ctb519 | 129 705 0412 |
| | JM-4 | | https://dccourts.webex.com/meet/ctbjm4 | 129 797 7557 |
| | A-47 | Housing Conditions Matters | https://dccourts.webex.com/meet/ctba47 | 129 906 2065 |
| | B-52 | Debt Collection and Landlord and Tenant Trials | https://dccourts.webex.com/meet/ctbb52 | 129 793 4102 |
| | B-53 | Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions | https://dccourts.webex.com/meet/ctbb53 | 129 913 3728 |
| | B-109 | Landlord and Tenant Matters | https://dccourts.webex.com/meet/ctbb109 | 129 127 9276 |
| | B-119 | Small Claims Hearings and Trials | https://dccourts.webex.com/meet/ctbb119 | 129 230 4882 |