

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,
a municipal corporation,
400 6th Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

**DISTRICT OF COLUMBIA HOUSING
AUTHORITY,**

c/o Brenda Donald, Executive Director
1133 North Capitol Street, N.E.
Washington, D.C. 20002,

Defendant.

Case No.:

COMPLAINT

Plaintiff the District of Columbia (the District) brings this action against Defendant District of Columbia Housing Authority (the Authority or Defendant) for engaging in a pattern or practice of disability discrimination that violates the District of Columbia Human Rights Act (DCHRA), D.C. Code §§ 2-1401.01, *et seq.*, and the Consumer Protection Procedures Act (CPPA), D.C. Code § 28-3904. In support of its claims, the District states as follows:

INTRODUCTION

1. The District of Columbia faces an affordable housing crisis, with thousands living on the streets. Providing public housing, through the Authority, is central to the District's strategy for combating homelessness.

2. Defendant houses some of the District's most vulnerable residents. Of Defendant's tenants, at least 45% are seniors, have a disability, or both.

3. As with any landlord, the DCHRA requires Defendant to provide reasonable accommodations to its tenants with disabilities to allow them the opportunity to use and enjoy their housing equal to that of nondisabled residents. D.C. Code § 2-1402.21(d)(3)(B).

4. Defendant, however, has utterly failed to fulfill this legal obligation. Instead, Defendant's tenants are forced to wait years—sometimes more than a decade—for housing that meets their needs, even long after the Authority itself has deemed the accommodation reasonable and necessary. The unconscionable delays tenants face violate District law and harm those District residents.

5. For example, Defendant approved one tenant for a wheelchair-accessible unit in January 2017. At the time, the tenant lived on the fourth floor of an apartment building without elevator access and was forced to rely on others to carry her up and down four flights of stairs so she could leave the building for her numerous medical appointments and other daily activities. She was advised by Defendant that she was at the top of the waitlist for an accessible unit only a few months after her accommodation was approved. Nevertheless, nearly *five years* after her approval for a wheelchair-accessible unit, this tenant died in late 2021, still waiting for Defendant to actually provide the accommodation.

6. This tenant's story is far from an anomaly. Currently, more than 250 of Defendant's tenants who have been approved to transfer to an accessible unit are waiting for their accommodations to be implemented, a substantial number of whom have been waiting more than a year. In fact, numerous tenants have been waiting more than *four years* for housing that meets their needs.

7. These stories illustrate Defendant's egregious pattern and practice of discrimination against District residents with disabilities through its ongoing, persistent, and undue delay in the

implementation of approved reasonable accommodations. By failing to timely provide these accommodations, Defendant denies these tenants equal access to use and enjoy essential housing services.

8. This conduct is particularly appalling because Defendant's tenants have no place else to go. They are forced to stay in inaccessible housing that does not meet their needs, provided by the very government agency tasked with being a stopgap for the District's housing crisis. The alternative to the inaccessible housing is no housing at all.

9. Additionally, Defendant's process of reviewing and implementing reasonable accommodations requests lacks necessary transparency and fails to engage residents in a meaningful interactive process as required by law. At every turn, tenants are left confused about the process, waiting helplessly for Defendant to provide appropriate housing.

10. This action seeks to hold the Authority accountable for its failure to provide reasonable accommodations needed to appropriately house the District's most vulnerable citizens. The District seeks injunctive relief, civil penalties, costs, and attorneys' fees, and restitution to Defendant's tenants who have suffered as a result of these violations.

JURISDICTION

11. This Court has subject matter jurisdiction over this case pursuant to D.C. Code § 11-921(a).

12. This Court has personal jurisdiction over Defendant pursuant to D.C. Code § 13-422.

PARTIES

13. Plaintiff District of Columbia, a municipal corporation, 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 conducts the District's legal business and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is expressly authorized to enforce the DCHRA, *see* D.C. Code § 2-1403.16a, and the District's consumer protection laws, including the CPPA. *See* D.C. Code § 28-3909.

14. Defendant is an independent authority of the District government that maintains a principal place of business at 11133 North Capitol Street N.E., Washington, D.C. 20002. Established in 1995 by the D.C. Council, Defendant is a corporate body that has a legal existence separate from the District Government. *See* D.C. Code § 6-202(a). (“[The Authority] shall be a corporate body, intended, created, and empowered to effectuate the purposes stated in this chapter, and shall have legal existence separate from the District government.”) Defendant's stated mission, among others, of “provid[ing] quality affordable housing to extremely low- through moderate-income households.” Defendant serves approximately 50,000 residents in the District and manages more than 8,000 housing units across 52 traditional public housing developments.

FACTS

Defendant Plays a Critical Role in Providing Housing to Vulnerable District Residents.

15. Public housing is the backbone of the District's response to the growing affordable-housing crisis.

16. Defendant is one of the District's largest landlords, owning and managing more than 8,300 public housing units across 56 properties located throughout the District. Defendant also has responsibility and financial interests in nearly 4,500 additional units in mixed-income properties in the District.

17. These properties provide homes at reduced rents for very low-income families, seniors, and people with disabilities. Tenants pay 30 percent of their income as rent. Public housing is supposed to be a lifeline for those experiencing homelessness, providing stability and a higher standard of living than can be achieved in temporary shelters.

**Defendant Discriminates Against Tenants with Disabilities
by Unconscionably Delaying Implementation of Reasonable Accommodations.**

18. The ability to access affordable housing free from discrimination is District residents' top civil rights concern.

19. Defendant recently boasted to the D.C. Council that it has processed and approved reasonable accommodation requests expeditiously, at times in as little as one day. This testimony, however, obfuscates that Defendant's *implementation* of those approvals is far less laudatory. Defendant provided no testimony to the Council on its implementation timeline.

20. In reality, swift approvals alone do little to accommodate Defendant's tenants' disabilities when Defendant forces tenants to wait years to receive those accommodations. Some residents have waited more than a decade to receive their approved accommodation.

21. Defendant advertises on its website that "[a]lthough there is a waiting list for housing in the District of Columbia, preference is given to persons with mobility impairments, particularly those who serve as the head of a household."

22. Defendant does not disclose, however, that despite this policy of giving preference to persons with mobility impairments, the waiting list is such that tenants may not have accessible housing for years.

23. When Defendant approves a requested reasonable accommodation, it signifies its agreement that the accommodation is required and necessary for the tenant's equal access to and enjoyment of the housing services Defendant provides.

24. These accommodations are frequently for significant disabilities that have serious impact on residents' lives, including cerebral palsy, amputated limbs, paralysis, and severe and permanent injuries that require residents to use wheelchairs for mobility.

25. For example, one tenant is bedridden and immobile. Unable to afford overnight care, she requested a two-bedroom unit so her adult daughter could live with her and be her overnight caretaker. The Authority approved this accommodation nearly a year ago, but has failed to implement it, forcing the resident's daughter to install a camera so she can remotely monitor her mother while she sleeps. The tenant is currently hospitalized for the treatment of debilitating bed sores.

26. Even tenants whose disabilities are a direct result of Defendant's mismanagement are forced to wait years for their accommodations to be implemented. One resident developed asthma and allergies as a result of mold in the apartment the Authority provided. She was approved to move to a different unit as an accommodation, but has been waiting five years for implementation.

27. There are hundreds of similarly situated residents whose requests for accommodation have been approved but not yet implemented.

28. Defendant repeatedly fails to implement these approved accommodations in a meaningful timeframe, falling far short of its stated mission to "provide quality affordable housing." These undue delays in implementing reasonable accommodations prohibit residents with disabilities from equal access to and enjoyment of essential housing services and constitute a pattern and practice of discrimination in violation of the DCHRA.

Defendant Fails to Engage Tenants in a Meaningful Interactive Process.

29. Defendant's failures in implementing approved reasonable accommodations are exacerbated by a process that completely lacks necessary transparency.

30. Though the law requires Defendant to engage tenants in an interactive process to find reasonable alternatives when an accommodation cannot be immediately provided, Defendant provides tenants with no ability for ongoing communication.

31. Once an accommodation request is approved, tenants are rarely informed of an expected timeline or kept up to date on the status of their accommodation or the reasons for any delay in implementation.

32. Defendant's reasonable accommodation request process is also confusing. Defendant's tenants are unable to discern who at the Authority to contact for even the most routine interactions, such as updating their contact information or to inquire about the status of their accommodation request.

33. Even when tenants are able to reach the Authority, there is often no follow-through, with promises to call back that never happen, or emails that never receive a response.

34. Tenants are likewise never informed of possible alternative accommodations if the approved accommodation is not immediately available. While these alternative accommodations may not meet 100% of the tenant's needs, they might nevertheless represent an improvement over their current, unequitable situation.

35. Many tenants are willing to take an alternative accommodation if that alternative could be implemented sooner than the ultimate request. However, because Defendant is largely uncommunicative and inaccessible to tenants, tenants have no way to inform Defendant of this flexibility, and Defendant never inquires.

36. Additionally, Defendant's process failures have resulted in tenants being prematurely removed from waitlists.

37. Defendant's process failures have also resulted in the loss of critical records related to its prior approval of tenants' accommodation requests.

38. Defendant's poor process contributes to its failure to fulfill its obligations and provide accommodations, and it leaves tenants helplessly stuck in a bureaucratic purgatory of not knowing whether their nominally approved accommodation will ever be implemented.

39. Tenants are often forced to submit multiple requests to be added (or re-added) to a waitlist for their accommodation. A new request may start the already unconscionably long process over again. This both further delays tenants' accommodations being implemented and represents Defendant's striking failure to engage in an interactive process in attempt to meet its tenants' needs.

40. Tenants have also been offered units as an accommodation that were simply unfit to live in—for example, units infested with cockroaches and containing rat feces—or units that do not actually accommodate their disability. When tenants refuse these unfit or inaccessible units, they are at times moved to the bottom of the waitlist, thereby further delaying the implementation of accommodations for those tenants.

41. Through these means, Defendant has foreclosed any possibility of meaningful engagement with its tenants in the interactive process, as required for reasonable accommodations that cannot be promptly met.

42. The need for swift reforms of Defendant's procedures could not be more urgent. Thousands of tenants with disabilities depend on the Authority for appropriate housing. Defendant must be held accountable for correcting this appalling state of affairs.

COUNT I
FAILURE TO ACCOMMODATE IN VIOLATION OF THE DCHRA

43. All prior paragraphs in the Complaint are repeated and incorporated here.

44. The DCHRA is a remedial statute that is to be broadly construed and is designed “to secure an end . . . to discrimination” in the District on the basis of 21 protected traits, including disability. D.C. Code § 2-1401.01.

45. Defendant, as a landlord, is prohibited from discriminating on the basis of disability under the DCHRA, D.C. Code § 2-1402.21(d)(3)(B). This prohibition includes the “refusal to make reasonable accommodations in rules, policies, practices, or services, when these accommodations may be necessary to afford any person equal opportunity to use and enjoy a dwelling.” *Id.*

46. The word “disability” refers to “a physical or mental impairment that substantially limits one or more of the major life activities of an individual having a record of such an impairment or being regarded as having such an impairment.” D.C. Code § 2-1401.02(5A).

47. Defendant’s unconscionable, years-long delays, including its ongoing failure to implement multiple accommodations that it approved more than a decade ago, constitute a pattern and practice of constructive denials of reasonable accommodations and discrimination on the basis of disability, all in violation of D.C. Code § 2-1402.21(d)(3)(B). Additionally, its lack of transparency and resulting steadfast refusal to engage its tenants in a meaningful interactive process constitutes a violation of the same provision.

48. For these ongoing violations of the DCHRA, the District seeks equitable relief, injunctive relief, restitution, civil penalties, attorneys’ fees, and costs.

COUNT II
UNLAWFUL TRADE PRACTICES CONTRARY TO DISTRICT LAW
IN VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT

49. All prior paragraphs in the Complaint are repeated and incorporated here.

50. Like the DCHRA, the CPPA is a remedial statute that is to be broadly construed. It prohibits merchants from engaging in unfair or deceptive trade practices in connection with a transaction for consumer goods and services. D.C. Code § 28-3904, including trade practices that, though not separately enumerated under D.C. Code § 28-3904, violate other District of Columbia laws.

51. The provision of rental housing constitutes a consumer transaction under the CPPA. D.C. Code § 28-3901(a)(7).

52. Defendant, in the ordinary course of business, is a “merchant” under the CPPA. D.C. Code § 28-3901(a)(3).

53. District residents who rent Defendant’s public housing properties are “consumers” under the CPPA because they are persons who “would [] lease [] consumer goods,” such as the rental housing properties offered by Defendant. D.C. Code § 28-3901(a)(2).

54. Defendant has engaged in unlawful, unfair, and deceptive practices affecting District consumers, in violation of D.C. Code § 28-3904, by engaging in trade practices that violate the DCHRA. The violation of other District laws in the context of a consumer transaction violates D.C. Code § 28-3904. Thus, violation of the DCHRA in the provision of rental housing, which is a consumer transaction, is also a violation of the CPPA. D.C. Code §§ 28-3901(a)(7), 28-3904.

COUNT III
FALSE, DECEPTIVE, AND MISLEADING ACTS OR PRACTICES
IN VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT

55. Defendant has also engaged in a course of trade or commerce which constitutes false, deceptive, or misleading acts or practices, and is therefore unfair or deceptive under the CPPA, by:

- a. Representing that the Authority provides “quality” affordable housing, when in fact much of its housing is inaccessible to the tenant or unfit to live in, in violation of D.C. Code § 28-3904(d);
- b. Misrepresenting and failing to adequately disclose material information to consumers concerning the availability of accessible housing or the likelihood that consumers will have their accommodations implemented in a reasonable amount of time, in violation of D.C. Code § 28-3904(e) and (f); and
- c. Advertising the Authority’s policy to provide people with mobility impairments priority accessible housing without the ability to meet current needs or reasonably expected public demand, in violation of D.C. Code § 28-3904(g).

56. For these violations of the CPPA, the District seeks injunctive relief, restitution, civil penalties, attorneys’ fees, and costs.

PRAYER FOR RELIEF

WHEREFORE, the District requests that this Court enter judgment in its favor and grant relief against Defendant as follows:

- (a) Injunctive and declaratory relief;
- (b) Equitable relief;
- (c) Restitution and damages;

- (d) Civil penalties;
- (e) The District's reasonable attorneys' fees and costs; and
- (f) Such other and further relief as this Court deems appropriate based on the facts and applicable law.

JURY DEMAND

The District of Columbia demands a jury trial by the maximum number of jurors permitted by law.

Dated: June 16, 2022

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

/s/ Alicia M. Lendon
ALICIA M. LENDON [1765057]
Chief, Civil Rights Section
Public Advocacy Division

/s/ Jessica E. Feinberg
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Attorneys for the District of Columbia

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

<u>District of Columbia</u>	Case Number: _____
vs	Date: <u>June 16, 2022</u>
<u>District of Columbia Housing Authority</u>	<input type="checkbox"/> One of the defendants is being sued in their official capacity.

Name: <i>(Please Print)</i> Jessica E. Feinberg	Relationship to Lawsuit
Firm Name: Office of the Attorney General for the District of Columbia	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: Six digit Unified Bar No.: (202) 735-6637 1779644	<input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____

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

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

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

B. PROPERTY TORTS

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

C. PERSONAL TORTS

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

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Information Sheet, Continued

C. OTHERS

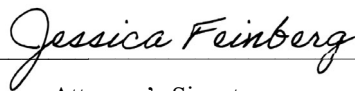
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input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



Attorney's Signature

June 16, 2022

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 _____

District of Columbia Housing Authority

 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.

Jessica E. Feinberg

Clerk of the Court

 Name of Plaintiff's Attorney

400 6th St NW

By _____

Address

Deputy Clerk

Washington, D.C. 20001

(202) 735-6637

Date _____

Telephone

如需翻译, 请打电话 (202) 879-4828

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

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

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

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

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

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



**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: _____

District of Columbia Housing Authority

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.

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.

Jessica E. Feinberg
Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

400 6th St NW
Dirección
Washington, D.C. 20001

Por: _____
Subsecretario

(202) 735-6637
Teléfono

Fecha _____

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

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.

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See reverse side for English original