

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

**DISTRICT OF COLUMBIA**  
a municipal corporation  
400 6<sup>th</sup> Street, NW, 10<sup>th</sup> Floor  
Washington, DC 20001

**PLAINTIFF,**

v.

**ActiveHours Inc. d/b/a Earnin**  
200 Portage Ave.  
Palo Alto, CA 94306

**DEFENDANT.**

Case No.:

Judge:

**JURY TRIAL DEMANDED**

**COMPLAINT FOR VIOLATIONS OF THE**  
**CONSUMER PROTECTION PROCEDURES ACT**

Plaintiff District of Columbia (the “District”), through the Office of the Attorney General, brings this consumer protection action against ActiveHours Inc., d/b/a Earnin (“Earnin”) under the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* In support of its claims, the District states as follows:

1. Earnin operates a website and mobile phone application through which consumers (“Borrowers”) can request an advance of the pay that they have already earned but have not yet received from their employer—what the company calls an “Earned Wage Advance” or “EWA.” Earnin then withdraws the amount of the loan, plus any tips or fees, from the Borrower’s bank account or debit card on the Borrower’s next payday. Throughout this process, Earnin takes advantage of Borrowers in numerous ways.

2. Earnin deceptively lures in Borrowers by advertising that the advances are *not loans* and that Borrowers can “access [their] pay *within minutes* of earning it” with “*no*

*mandatory fees*” and “*no interest*” (emphases added). None of this is true. First, these transactions *are* loans, and Earnin acts as a classic lender. It provides money directly to Borrowers and secures repayment. Second, to receive the promised access to funds “within minutes,” there *are* mandatory fees. These are called “Lightning Speed” fees, and they quickly add up based on the limits Earnin places on the amount users can borrow per day and per pay period. Third, the loans Earnin makes are *not* “no interest.” As a result of the Lightning Speed fees alone, the average interest rate on Earnin’s instant loans is over 300%.

3. By charging Borrowers Lightning Speed fees that result in high interest rates, Earnin violates the District’s 24% usury cap. The District Council established that cap to deter the very type of predatory lending Earnin engages in. Indeed, Earnin takes advantage of a population that faces extreme financial challenges—those who are in such tight financial straits that they cannot even live “paycheck-to-paycheck,” needing funds in between pay periods to meet their daily living expenses. Although Earnin promotes itself as an alternative to payday lending, it employs the same model, providing short-term loans at high interest rates and requiring repayment on the Borrower’s next payday.

4. Earnin also provides its loans to District Borrowers without having obtained the required District money lending license, thus evading necessary regulatory oversight and accountability for its business practices.

5. Through this conduct, Earnin has repeatedly violated the CPPA. The District brings this case to permanently enjoin Earnin from engaging in its unlawful activities, to obtain restitution for District consumers and civil penalties, and to recover the District’s fees and costs.

## JURISDICTION AND PARTIES

6. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 11-921 and 28-3909.

7. This Court has personal jurisdiction over Earnin pursuant to D.C. Code § 13-423(a). Earnin has offered, advertised, and provided loans to District residents since at least 2016.

8. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General. 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.

9. Defendant ActiveHours Inc. d/b/a Earnin is a Delaware corporation, based in Palo Alto, California, that offers loans based upon pay that consumers have already earned but not yet received from their employers, as well as other related services.

## FACTUAL ALLEGATIONS

### **I. Earnin Lures Consumers to Its Platform Through Promises of Instant Access to Earned Wages with “No Interest” and “No Fees.”**

10. Since at least 2016, Earnin has used a mobile application (“app”) available for download on consumers’ phones, as well as a website [earnin.com](http://earnin.com), to market and provide EWA loans. Earnin markets these loans through a variety of media, including YouTube, Snapchat, radio, mailings, television, Facebook/Instagram, and TikTok.

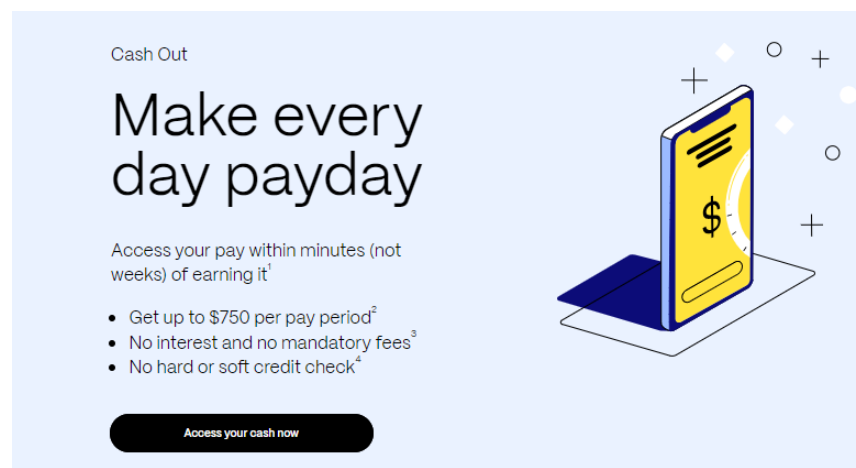
11. Borrowers located in the District started obtaining loans from Earnin around 2016. Since that time, over 20,000 District Borrowers have engaged in more than a million transactions with Earnin.

12. Earnin draws Borrowers to its app and website through promises of a fast, no-fee advance, which it calls a “Cash Out.”

13. Earnin advertises that its advances are not loans, that they are free and available immediately with no fees or interest, and that Borrowers can obtain “up to \$100 every day:”

- “[C]ontrol and access to your pay as soon as you’ve worked with no fees, interest or hidden costs,”
- “[N]o loan, no interest, \$0 mandatory fees,”
- “[T]he no interest way to up to \$100 every day.”
- “Get paid the minute you leave work with no loans, interest or fees.”

14. As recently as September 2024, Earnin’s website claimed that consumers could access their pay “within minutes” for “no interest and no mandatory fees.”



15. Elsewhere on its website, Earnin likewise prominently asserts that earnings can be accessed instantly—“right when you need it”—without “mandatory fees.” As shown in the

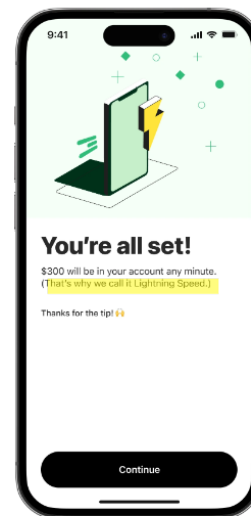
graphic below, these statements appear next to scrolling images of a phone showing a Lightning Speed transfer without any mention of a fee.

## Go from start to paid in just a few steps

Tap into the money you've already worked for, **right when you need it**. From monthly bills to weekly thrills, your earnings are ready when you are.

- 01 Add your Info to verify your paycheck.
- 02 Transfer up to \$100/day [up to \$750/pay period] to a linked bank.
- 03 No interest and **no mandatory fees**<sup>3</sup> — just tip what you think is fair.
- 04 Any earnings & optional tips are repaid when your paycheck hits.

Get started



Downloaded from <https://www.earnin.com/products/cashout>, on September 13, 2024. (highlighting added.)

16. Earnin similarly promises “instant[] access” with “no loans, no borrowing money, no interest, [and] no mandatory fees” in the descriptions of its app on app stores—like the Apple App Store and Google Play Store—from which Borrowers can download the platform, and on social media.

17. Earnin’s promises that Borrowers can immediately obtain up to \$100 every day without fees or interest (“it’s *always* payday—up to \$100/day, no interest, no credit check”; “Get up to \$100 per day whenever you need”) are also heavily featured in its advertising, as reflected in the advertisements above and immediately below.

**Life before Earnin:**

It's never payday. 😞

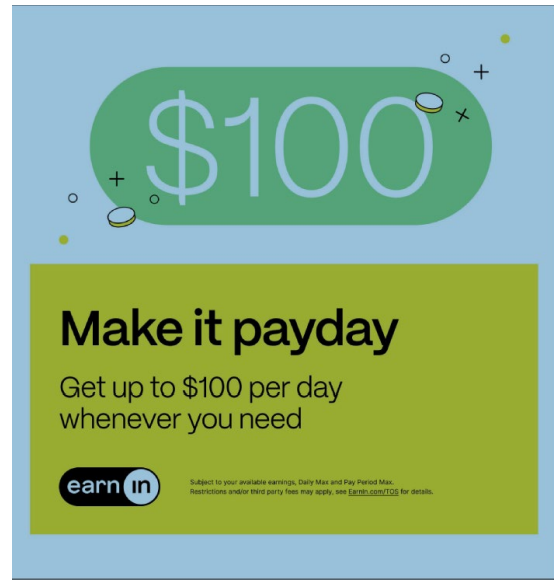
**Life after Earnin:**

It's *always* payday. Up to \$100/day,  
no interest, no credit check. 😊

Download now →



Earnin is a financial technology company, not a bank. Earnin does not charge interest on Cash Outs. Subject to your available earnings, Daily Max, and Pay Period Max. Restrictions and/or third-party fees may apply; see [Earnin.com/TOS](https://earnin.com/TOS) for details.



18. For most Borrowers using EWA products, Earnin’s extensive advertisement of fast access to earned wages—without taking out a loan or incurring interest or fees—is what draws them to the product. As the Consumer Financial Protection Bureau recently noted, “Speed of access to funds is an integral and defining aspect of earned wage products. They are designed to address—and marketed as addressing—the liquidity problem that arises between the accrual of wages and their actual payment. That problem necessarily occurs in a very short period, so the value of this type of credit to the consumer includes the rapid availability of funds.”<sup>1</sup>

**II. Earnin’s Earned Wage Advances Are Loans, and Earnin Establishes Multiple Means to Secure Repayment.**

19. Earnin repeatedly advertises that its advances are not loans. This is false. Earnin *does* provide loans. It is not, as it insinuates in its advertisements, somehow advancing payroll directly from employers to Borrowers. Rather, Earnin provides Borrowers funds that it expects the Borrowers to pay back—and which Borrowers agree to pay back on their upcoming payday—and has created multiple mechanisms through which it ensures repayment.

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<sup>1</sup> Notice of proposed interpretive rule (Docket No. CFPB-2024-0032) (“Proposed Rule”).

20. When Borrowers set up their accounts with Earnin, they are directed to download the app in Google Play or the Apple App Stores. They are then asked to link the bank account where they receive their pay as well as any debit cards linked to their bank account. Then, as part of their agreement to the Terms of Service, Borrowers agree to allow Earnin to charge their bank account and debit cards for any charges due to the company.

21. Earnin also directs Borrowers, through two separate documents, to agree to recurring electronic debits in their linked bank account as a condition of using both the app and Lightning Speed. Borrowers must accept one agreement for ACH transfers and another for Lightning Speed transfers. If there is insufficient money in the Borrower's bank account on payday to repay the loan, Earnin will reschedule the debit for a future date, usually a Borrower's next pay date.

22. If the debits from the consumer's bank account fail to go through, Earnin reserves the right to charge the consumer's linked debit card through a "Transfer Out Authorization Agreement."

23. Additionally, Borrowers on the Earnin app are strongly encouraged to set up a no-interest deposit account with a third-party bank, Evolve Bank & Trust ("Evolve"), to deposit their paychecks. If the Borrower does so, Earnin reserves the right to withdraw funds to repay itself from this Evolve account.

24. In enticing Borrowers to set up accounts at Evolve, Earnin has misrepresented the benefits those accounts provide. Earnin has advertised the Evolve account as a way for Borrowers to receive their paycheck faster, with statements such as "your paycheck may arrive up to 2 days early." In reality, District Borrowers with Evolve accounts at best have received their paychecks *one day* earlier as a result of setting up an account at Evolve, and only 55% of

District Borrowers received even that nominal benefit. Hundreds of District consumers who have set up accounts at Evolve have been subjected to this additional deceptive conduct.

25. As yet another repayment mechanism, Earnin encourages Borrowers using Evolve accounts to set up “tip jars” for themselves. These tip jars are subaccounts at Evolve that Borrowers create to save money for some future goal. Earnin has created various incentive programs to encourage Borrowers to create and fund tip jars, such as a sweepstakes only available to app users who establish a tip jar. Earnin can access these “savings” funds to obtain repayment of its loans.

26. In sum, Earnin ensures repayment of its loans through linked external bank accounts, linked external debit cards, deposit accounts set up at Evolve, “tip jar” accounts set up at Evolve, and agreements for recurring debits.

27. Because it has established all these methods of ensuring repayment, Earnin has only a 1% risk of loss on its loans, as it boasts to its investors. The average rate of delinquency on all consumer loans at commercial banks was 2.74% in the second quarter of 2024,<sup>2</sup> almost triple the Earnin rate.

### **III. Borrowers Must Pay Undisclosed “Lightning Speed” Fees to Receive the Promised Instant Access to “No Interest” and “No Fee” Loans.**

28. Although Earnin promises no-fee instant loans, Borrowers must pay Lightning Speed fees to obtain an instant loan, a practice that began in March 2022. Otherwise, Earnin claims that the Borrower will have to wait one to two *business days* to get their advance—completely at odds with Earnin’s promises of *instant* access for no fees.

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<sup>2</sup> <https://www.federalreserve.gov/releases/Chargeoff/delallsa.htm>



29. At the time that Borrowers sign up for Earnin, they have no information about the actual cost of Lightning Speed transfers. Earnin only informs Borrowers of the Lightning Speed fees once Borrowers, facing a need for fast cash, complete a number of intrusive steps required to set up an account.

30. These steps include disclosing a significant amount of personal and financial information that Earnin uses to track Borrowers' earnings. Earnin verifies some Borrowers' wages through their work email addresses and requires some Borrowers to upload their weekly timesheets to verify hours worked. Earnin even asks some Borrowers to allow Earnin to track their physical location through GPS so that Earnin can estimate how many hours the Borrower has worked based on their physical location.

31. It is not until the Borrower has gone through over a dozen different screens in the app, has shared extensive personal and financial information with Earnin, and finally initiates a Cash Out that Earnin discloses to a Borrower that there is a mandatory Lightning Speed fee if the Borrower wants instant access to their wages, as Earnin has promised.

32. The amount of this hidden Lightning Speed fee has changed over time. Earnin initially charged a Lightning Speed fee for instant transactions of between \$1.99-\$3.99 based upon the amount of the Cash Out. Since at least July 2024, it has increased the Lightning Speed fee to \$3.99 for all instant Cash Out transactions, although first time use of Lightning Speed is free.

33. Earnin has charged a fee for all Lightning Speed transfers since March 2022, with the only exception being first time use. And paying this purportedly "non-mandatory" fee is the *only* way Borrowers can guarantee the "instant access" to their pay "within minutes," as Earnin repeatedly promises.

34. Because Borrowers must pay these Lightning Speed fees to receive the instant access they signed up for, it is no surprise that the vast majority of District Borrowers have paid a Lightning Speed fee (89.7% since March 2022), and the vast majority of transactions in the District have included the Lightning Speed fee (83% for the same time period).

35. From March 2022 through January 2024, District Borrowers who completed at least 10 transactions with Earnin paid an average of \$12.81 to borrow an average of \$293.80 during a typical biweekly pay period. Considering only the Lightning Speed fees, these payments resulted in loans with an average APR of 315%.

36. Earnin compounds the deception from its advertisements that instant loans are “no fee” by asserting that Lightning Speed fees are imposed by a “third party,” when in fact they are imposed by Earnin. Moreover, Earnin keeps almost all of these fees, paying only a small fraction to third parties for processing them. Specifically, Earnin incurs a fee of approximately seven- and one-half cents when a Lightning Speed transfer is processed through the financial system’s real-time payment network and a fee of approximately 20 cents when a Lightning Speed transfer is instead processed as a debit. Thus, based on a \$3.99 Lightning Speed fee, Earnin—not a “third party”—retains approximately \$3.91 of every Lightning Speed transfer processed through the real-time payment network and approximately \$3.79 of every Lightning Speed transfer processed as a debit. Indeed, before March 2022, Earnin offered Lightning Speed loans without a separate fee at all—requiring only that Borrowers linked a debit card to their Earnin account—underscoring that the fee is not necessitated by any “third party” charges.

37. In July 2024, Earnin rolled out a new business model to some District customers, requiring them to set up an account at Evolve in order to get a loan. For these accounts, it has increased the fee for each Lightning Speed transfer to \$5.99. Given the small dollar amounts that

are typical for Earnin’s instant loans, this increase in Lightning Speed fees is significant and is likely to lead to further consumer harm.

38. On top of being charged fees for fast access, when a consumer requests a Cash Out, they are also asked to leave a “tip” that is paid to Earnin. Unlike the Lightning Speed fees, Earnin prominently advertises the tipping option, creating the reasonable impression that the only fees associated with Earnin’s services are purely voluntary—stating, for example: “no mandatory fees — just tip what you think is fair.” Moreover, Earnin heavily encourages tipping through its messaging—which suggests that the Borrower is helping other Borrowers—and through a prominent tip button, which ranges from \$1-\$14 as a default.

#### **IV. Earnin’s Lending Model Results in Many Borrowers Incurring Multiple Lightning Speed Fees Within a Single Pay Period.**

39. Because Earnin collects Lightning Speed fees on every instant Cash Out transaction, it is incentivized to encourage Borrowers to engage in as many transactions as possible. Indeed, Earnin encourages repeated transactions through prompts it sends to individual Borrowers within the app, such as: “We’ve added \$100 to your Earnin account. Activate now!” It also has a “repeat activation” button that allows Borrowers to repeat a request to Cash Out with one click if the Borrower has sufficient funds available.

40. Earnin structures its business model to require financially strapped Borrowers to repeatedly pay fees by imposing low loan limits on each Cash Out. Each transaction is subject to three different limits: a daily limit of up to \$100, a pay period max of up to \$750, and a limit based upon Earnin’s calculation of available earnings. Earnin’s website fails to explain what available earnings are, or how they calculate this amount, although it is less than the amount that the Borrower has earned.

41. Together, these limits require multiple fee-bearing transactions for Borrowers seeking to immediately obtain loan amounts above their daily max.

42. For instance, a Borrower who needs \$200 as soon as possible and is eligible for the maximum daily withdrawal of \$100 would need to pay the Lightning Speed fee for two withdrawals of \$100 over two days ( $\$3.99 \text{ fee} \times 2 = \$7.98$ ), rather than for a single withdrawal of \$200 (at a \$3.99 fee), even if their available earnings were over \$200.

43. Furthermore, many District Borrowers are unable to even get a loan of \$100 in a single Cash Out, as Earnin sets lower daily limits for some Borrowers depending on their bank balance, spending behavior, repayment history, and earned income amount.<sup>3</sup> Thousands of District Borrowers have paid Lightning Speed fees to receive loans of either under \$25, \$25-\$50, or \$50-\$75 per Cash Out. Hundreds of District Borrowers have received loans of only \$1. The average amount that District Borrowers have obtained through each individual Cash Out using Lightning Speed is only \$84.

44. District Borrowers who pay Lightning Speed fees on average borrow three to four times in each biweekly pay period. These Borrowers rack up Lightning Speed fees each time and thus incur numerous Lightning Speed fees in any given pay period just to obtain the supposed “no fee” instant loans to access amounts that they have already earned.

45. In addition to daily Cash Out limits and available earnings limits, Earnin restricts the amounts that Borrowers can access within a single pay period with a “pay period max.” The pay period max amount has varied over time. As of July 2024, the pay period max was \$750. The pay period max also varies between users.

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<sup>3</sup> In its Terms of Service, Earnin reserves the right to “adjust the factors that impact [a Borrower’s] daily Max or Pay Period Max at any time.”  
<https://www.earnin.com/privacyandterms/cash-out/terms-of-service>

46. New customers generally start with a much lower pay period max that ranges between \$50 and \$250. Many District Borrowers have complained about their low pay period maxes.

47. A Borrower's pay period max can also fluctuate from one pay period to the next based upon a number of factors, including the Borrower's bank balance, overdraft fees, spending behavior, failed debits, repayment history, and paycheck amount.

48. The pay period max undermines Earnin's repeated representations that Borrowers can obtain "up to \$100 every day" through Cash Outs. Given the current overall pay period max, *no* Borrower would ever be able to obtain the advertised \$100 a day in a 14-day pay period (\$1400) but would be limited to roughly half of that at best (\$750).

**V. Earnin Is an Unlicensed Lender that Makes Usurious Loans in the District.**

49. Under District law, all entities that offer loans in the District at any interest rate must obtain a money lending license from the D.C. Department of Insurance, Securities, and Banking. District licensing requirements are designed to ensure that consumers are protected from unscrupulous and deceptive businesses.

50. Earnin has never possessed a money lending license in the District of Columbia, despite offering loans to Borrowers in the District.

51. The District, like most states, has enacted legal limits on the interest rates for lending to prevent lenders from preying upon the District's most vulnerable residents. The District's interest rate cap for most loans in which the interest rate is expressed in the contract is 24%.

52. Since Borrowers must pay Lightning Speed fees to obtain immediate access to the loans that they have signed up for, which are advertised as available "as soon as they've worked"

“within minutes” or “instant[ly],” the Lightning Speed fees are a condition of the loans. As such, the Lightning Speed fees constitute interest on the loans. As alleged above, when Lightning Speed fees are included in the calculation of the finance charges on District Borrowers’ loans, the APRs on these loans average more than 315%—well in excess of the District’s usury cap.

**COUNT ONE**  
**(Violations of the Consumer Protection Procedures Act)**

53. The District re-alleges and incorporates by reference all previous paragraphs.

54. The CPPA is a remedial statute that is to be construed broadly. It establishes a right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.

55. The funds consumers obtain through Earnin’s app and website are for personal, household, or family purposes and, therefore, are consumer goods and services.

56. Earnin, in the ordinary course of business, offers to sell or supply, either directly or indirectly, consumer goods and services and is therefore a merchant.

57. The CPPA prohibits unfair and deceptive trade practices in connection with the offer, sale, and supply of consumer goods and services, including:

- a. Representing that goods or services have a source, characteristics, or benefits that they do not have, D.C. Code § 28-3904(a);
- b. Misrepresenting as to a material fact which has a tendency to mislead, D.C. Code § 28-3904(e);
- c. Failing to state a material fact if such failure tends to mislead, D.C. Code § 28-3904(f);
- d. Using innuendo or ambiguity as to a material fact, which has a tendency to mislead, D.C. Code § 28-3904(f-1); and

- e. Advertising or offering goods or services without the intent to sell them or without the intent to sell them as advertised or offered. D.C. Code § 28-3904(h).

58. By engaging in the acts and practices alleged in this Complaint, Earnin has engaged, and continues to engage, in deceptive acts and practices in violation of the CPPA, including the following:

- a. Misrepresenting to consumers that Cash Outs are not loans and failing to disclose that they are in fact loans, in violation of D.C. Code § 28-3904(a), (e), (f).
- b. Misrepresenting to consumers that instant Cash Outs carry no interest, failing to disclose that instant Cash Outs carry interest in excess of 0%, and failing to provide instant Cash Outs with no interest as advertised, in violation of D.C. Code § 28-3904(a), (e), (f), (h).
- c. Misrepresenting that instant Cashout Outs have no fees, and no hidden fees, and that the fees are charged by third parties, and failing to provide instant Cash Outs with no fees as advertised, in violation of D.C. Code § 28-3904(a), (e), (h).
- d. Misrepresenting that consumers can access up to \$100 of their wages per day, every day in violation of D.C. Code § 28-3904(e), (f-1).
- e. Misrepresenting that consumers will be able to access their paychecks up to two days earlier if they set up an account at Evolve, rather than receiving their paycheck in their customary bank account, in violation of D.C. Code § 28-3904(a), (e), (f-1).

- f. Misrepresenting that consumers are accessing the pay that they have earned from their employer, in violation of D.C. Code § 28-3904(f-1), (h).
- g. Failing to disclose that Earnin does not have a money lending license from the D.C. Department of Insurance, Securities, and Banking, in violation of D.C. Code § 28-3904(f).

59. Each of these deceptive acts or practices constitutes a separate violation of the CPPA.

**COUNT TWO**  
**(Violations of Title 16 of the DCMR as Violations of the Consumer Protection Procedures Act)**

60. The District re-alleges and incorporates by reference all previous paragraphs.

61. The CPPA prohibits any person from engaging in unfair and deceptive trade practices, including by violating “any provision of Title 16 of the District of Columbia Municipal Regulations.” D.C. Code § 28-3904(dd).

62. “A person is ‘engaged in the business of loaning money’ in the District if that person holds out by the maintenance of a place of business in the District or in any other manner, that a loan or loans of money may be effected by or through the person so holding out, plus the performance in the District by that person of one or more acts which result in the making or in the collection of a loan of money.” 16 DCMR § 200.4.

63. Earnin has engaged in the business of loaning money in the District without obtaining a license as a money lender as required under 16 DCMR § 201.1 and 16 DCMR § 200.4.

64. Earnin’s violations of Title 16 of the District of Columbia Municipal Regulations are unlawful trade practices in violation of D.C. Code § 28-3904(dd).

**COUNT THREE**  
**(Violations of D.C. Code § 28-3301(a) as Violations of the**



### **Consumer Protection Procedures Act)**

65. The District re-alleges and incorporates by reference all previous paragraphs.

66. The CPPA prohibits any person from engaging in unfair and deceptive trade practices, including by violating the District's interest rate cap. D.C. Code § 28-3904(ff).

67. The District's interest rate limit is 24% if the interest rate is expressed in the contract. D.C. Code § 28-3301(a).

68. Under District law, "interest" is defined broadly to include any compensation imposed by a lender for the extension of credit. D.C. Code § 28-3311(a) (defining "interest," as "any compensation directly or indirectly imposed by a lender for the extension of credit for the use or forbearance of money, including any loan fee, origination fee, service and carrying charge, investigator's fee, and any amount payable as a discount . . . , or point, or otherwise payable for services.")

69. Earnin has offered loans in the District at interest rates that average more than 315%, well in excess of the District's 24% interest rate limit.

70. Earnin's violations of the District's interest rate cap are unlawful trade practices in violation of D.C. Code § 28-3904(ff).

### **PRAYER FOR RELIEF**

WHEREFORE, the District of Columbia respectfully requests that the Court enter a judgment in its favor and grant relief against Earnin as follows:

- a. Permanently enjoin Earnin, in accordance with D.C. Code § 28-3909(a), from violating the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*;
- b. Order Earnin to pay restitution or damages pursuant to D.C. Code § 28-3909;

- c. Order the payment of civil penalties as permitted by D.C. Code § 28-3909(b);
- d. Award the District the costs of this action and reasonable attorney's fees pursuant to § 28-3909(b); and
- e. Grant such further relief as the Court deems just and proper.

**Jury Demand**

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

Dated: November 19, 2024

Respectfully submitted,

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Attorney General for the District of Columbia

BETH MELLEEN  
Assistant Deputy Attorney General  
Public Advocacy Division

*/s/ Adam Teitelbaum*  
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Dated: November 19, 2024