

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

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

Plaintiff,

v.

MP PPH, LLC
555 Broadhollow Road, Suite 200
Melville, New York 11747

Serve on: Incorporating Services Ltd.
Registered Agent
1100 H Street NW
Suite 840
Washington, D.C. 20005

and

VANTAGE MANAGEMENT, INC.
9711 Washington Blvd, Suite 200
Gaithersburg, Maryland 20878

Serve on: C T Corporation System
1015 15th Street NW
Suite 1000
Washington, D.C. 20005

Case No.:

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

Plaintiff the District of Columbia (“District”), through the Office of the Attorney General, brings this action against Defendants MP PPH, LLC and Vantage Management, Inc. (collectively, “Defendants”) pursuant to the Tenant Receivership Act (“TRA”), D.C. Code §§ 42-3651.01 — 42-3651.08, and the Consumer Protection Procedures Act, (“CPPA”), D.C. Code §§ 28-3901 — 28-3913. In support of its claims, the District states as follows:

INTRODUCTION

1. When Marbury Plaza was built in 1968, the property was an “oasis of security and affluence.” The building had amenities rarely found east of the Anacostia River, including a pool, easy Metro access, and balconies with views of the Capitol and Washington National Cathedral. Tenants remember the days when the building was a social gathering spot. Neighbors spent their weekends visiting each other because the building was an enjoyable place to socialize. Tenants still tell stories of acclaimed singers living in the building and throwing parties in the community room. Marbury Plaza’s current website promotes this history as if nothing has changed, boasting this “landmark neighborhood building”, “exceptional D.C. living experience”, the “best high-rise living in Southeast Washington D.C.” and “the home base needed for comfortable living.”

2. Marbury Plaza’s current owner and manager are providing the tenants of this 674-unit complex the opposite of “comfortable living.” The oasis Marbury Plaza once was is now a minefield of housing code violations. Tenants, many seniors with disabilities, now fear for their safety because anyone from the outside can easily enter the Property. Once inside the building, tenants in the eleven-story buildings at 2300 and 2330 Good Hope Road SE often face elevator outages. The hallways to their apartments have stained carpeting, walls and ceilings. Tenants suffer with units where air quality is poor due to mold and filthy air vents which spew dust. Insufficient heating and cooling requires them to supplement with space heaters and electric fans. Neighbors compete for the few remaining functioning laundry machines or lug their clothes to outside laundromats. The pool that was once a social mecca has been shut off to tenants for years. Additionally, the building has become infested with rodents and other vermin.

3. The District brings this case to make sure that Marbury Plaza tenants once again have a safe place to call home. One day in 2019, one tenant returned home to find that a fire had

broken out in an apartment across from hers. The fire started after a space heater, which was being used because the heat in the building was not working, caught fire. When the tenant was finally able to get into her unit, she had to walk through a soaked carpet in the hallway that Defendants refused to replace for a year. During that year, she was required to live with mold, noxious smells, and an insect infestation. Her asthma developed into Chronic Obstructive Pulmonary Disease (COPD). As for her promised “comfortable living”: her dishwasher has been broken since 2016; laundry machines in her building are broken so often she pays for laundry elsewhere; and she recently came across feces in the lobby. Beyond living in filth, she feels unsafe. The doors in the building can be opened without a key and she has found people sleeping in the laundry rooms. Unfortunately, her story is a common refrain among current tenants at Marbury Plaza.

4. Beyond allowing the property to decline physically, Defendants also unlawfully discriminate against tenants. Tenants with disabilities have been frequently stranded in the basement and lobby due to prolonged stairway chair lift and elevator outages. Defendants’ refusal to effectively remedy those issues prevents tenants with disabilities from using and enjoying their homes on an equal basis with other tenants. District residents seeking housing in Marbury have also been turned away based on their status as voucher holders. Both of these practices are illegal discrimination under District law.

5. The District seeks injunctive relief to remedy Defendants’ multitude of illegal conduct, restitution for tenants who were promised habitable housing, civil penalties, attorneys’ fees and costs.

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 seat of the government for the

United States. The District brings this action through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the TRA and the CPPA. *See* D.C. Code § 28-3909; *see id.* § 42-3651.03.

7. Defendant MP PPH, LLC is a District-licensed corporation that purchased Marbury Plaza, an apartment complex at 2300 through 2330 Good Hope Road SE, Washington, D.C. 20020, on June 15, 2015 and has owned it since that time.

8. Defendant Vantage Management, Inc. (“Vantage Management”) is a property management company operating at 9711 Washingtonian Boulevard, Gaithersburg, MD 20878. The company manages 12 buildings in the District of Columbia, Virginia, and Maryland. Vantage Management applies “hands-on” management of its properties to deliver “excellence and superior performance.” The company is one of three “Ford Family Companies” which have been providing property management services in the District for more than 40 years. Vantage Management was hired to manage Marbury Plaza in April 2015, managing the Property essentially the entire time that MP PPH, LLC has owned the Property.

JURISDICTION

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

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

FACTS

11. Marbury Plaza is a 674-unit apartment complex located in the heart of Anacostia, at 2300-2330 Good Hope Road SE, Washington, D.C. 20020 (“the Property”).

12. The Property consists of nine buildings; two eleven-story towers (Buildings “2300” and “2330”) and seven garden-style buildings (Buildings “2302”, “2304”, “2306”, “2312”, “2316”, “2320” and “2324”).



13. Constructed in 1968, Marbury Plaza was once an amenity-rich building that provided safe and secure housing in Southeast Washington, D.C.

Marbury Plaza Conditions Have Continued to Decline During Defendants’ Control Over the Property, Which Seriously Threatens the Life, Health, Safety and Security of the Tenants.

14. Since Defendants took over ownership and management of the Property in 2015, inspections of Marbury Plaza have consistently documented violations of the Housing and Property Maintenance Codes that impact the life, health, safety and security of tenants.

15. In 2017, the Department of Consumer and Regulatory Affairs (“DCRA”) inspected 31 units and common areas at the Property and identified 148 housing code violations in those units. These violations included: 1) cracked walls; 2) leaks; 3) peeling paint; 4) defective light fixtures; 5) broken air conditioning; 6) failure to install carbon monoxide alarms; 7) defective wall outlets; 8) defective door locks; 9) mice and pest infestations; and 10) missing smoke detectors.

16. Between January 2018 and March 2021, DCRA performed 53 additional inspections at the Property and found 344 violations that constitute serious threats to the life, health, safety and security of residents. These include: 1) cracked walls; 2) leaks; 3) cracked and peeling paint; 3) defective wall outlets; 4) broken air conditioning; 5) failure to install carbon monoxide alarms; 6) defective door locks; 7) mice and pest infestations; 8) lack of heat; 9) failure to maintain all exit signs; 10) major plumbing issues; 11) broken elevators; 12) missing smoke detectors; and 13) broken platform and stairway chair lifts used by people with disabilities.

17. A property inspection company retained by OAG (“CTI”) inspected 18 units and 40 common areas of Marbury Plaza in June 2021 and found 439 housing violations, including: 1) leaks; 2) mold; 3) cracked and peeling paint; 4) defective wall outlets; 5) missing fire safety equipment; 6) pest infestation; and 7) unsecured doors.

18. A licensed mold inspector retained by OAG (“Arrowhead Consulting”) also inspected 15 units and 10 common areas in June 2021 and found mold in every unit and common area inspected.

19. As set out further below, these inspections confirm a history of neglect and indifference in Defendants’ maintenance of the Property, including, but not limited to:

- A) serious leaks and mold;
- B) electrical issues;

- C) fire and safety issues;
- D) heating, cooling and ventilation issues;
- E) mice, pest, and bed bug infestations; and
- F) malfunctioning elevators and stairway chair lifts.

Serious Leaks and Mold

20. Water leaks and mold have existed at the Property since 2017. DCRA first identified leaks at Marbury Plaza in 2017 and has found leaks in eight units in Building 2300 and eleven units in Building 2330.

21. On June 4 and June 5, 2021, Arrowhead Consulting’s inspection at Marbury Plaza confirmed mold and long-term water damage. For instance, Arrowhead Consulting inspected nine units and common hallways on the basement, first, fourth, seventh, eighth, ninth, tenth, and eleventh floors of Building 2300. Testing of these units verified highly elevated levels of certain molds that the inspector reported can be a source of exposure to toxins via inhalation. Every hallway inspected by Arrowhead Consulting contained mold growth and active water damage.

22. The mold Arrowhead Consulting found was no surprise – it was from long-term water leaks at the Property, as illustrated by the following pictures:



(Pictures from June 2021 Arrowhead Consulting mold inspection at Marbury Plaza)

23. On June 14, 2021, an OAG Inspector visited a number of common areas, including the garage and laundry rooms, at Marbury Plaza and confirmed a number of leaks in those common areas.



(Pictures from June 2021 inspection At Marbury Plaza)

Electrical Issues

24. Since 2017, DCRA has continuously identified electrical violations at the Property. DCRA cited the Property for missing ground fault circuit interrupter outlets in two units in Building 2300, five units in Building 2316, and one unit in Building 2330. DCRA also cited the Property for defective electrical lights in one unit in Building 2300 and four units in Building 2330. DCRA also found exposed electrical wires in one unit in Building 2300 and one unit in Building 2330. DCRA also cited for failure to install electrical equipment, wiring, or appliances in a safe and approved manner in the lobby of Building 2300.

25. In June 2021, CTI confirmed on-going electrical violations at Marbury Plaza, including loose wiring, defective outlets, and missing light covers.

Fire and Safety Issues

26. Since 2017, DCRA has repeatedly identified fire safety violations at the Property. DCRA cited missing smoke or carbon monoxide detectors in four units in Building 2300, one unit

in Building 2312, two units in Building 2316, one unit in Building 2324, and one unit in Building 2330.

27. In June 2021, CTI confirmed ongoing fire and safety violations at Marbury Plaza, including missing emergency signage, missing evacuation plans, damaged fire extinguishers, and missing smoke detectors.

Heating, Cooling, and Ventilation Issues

28. Since 2017, DCRA has repeatedly identified serious issues with heating, cooling, and ventilation at the Property. DCRA cited the Property for a lack of heat in one unit in Building 2330. DCRA also found defective air conditioning in five units in Building 2300 and in one unit in Building 2330. DCRA identified defective or leaking HVAC and ventilation systems in two units in Building 2300, one unit in Building 2324, and two units in Building 2330.

29. In June 2021, CTI confirmed ongoing serious issues with heating, cooling, and ventilation at Marbury Plaza.

30. In June 2021, building-wide outages of the air conditioning during a heat advisory forced the District government to provide buses and cooling facilities to provide relief to long-suffering tenants. The heat was so unbearable that tenants slept multiple nights out on their balconies during these air conditioning outages.

Severe Mice, Pest, and Bed Bug Infestation

31. Since at least 2017, Marbury Plaza has been infested with mice and insects. Tenants step on rodents in the middle of the night and find them in their kitchens. Mice decomposing in the walls create a stench which permeates apartments.

32. Since 2017, DCRA has repeatedly identified infestations of mice, pests, and bed bugs. DCRA cited the Property for mice infestation in the common area, in six units in Building

2300, and in one unit in Building 2330. DCRA cited for pest/insect infestation in two units in Building 2300, one unit in Building 2304, one unit in Building 2324, and two units in Building 2330. DCRA also cited for bed bug infestation one unit in Building 2300.

33. On June 14, 2021, CTI confirmed rodent and insect infestation at the Property.

Failure to Provide Critical Services to People with Disabilities: Malfunctioning Elevators and Stairway Chair Lifts

34. District law requires that apartment buildings be accessible to individuals with disabilities. In accordance with this requirement, Marbury Plaza claims on its website that it is an Equal Opportunity housing provider, welcoming and accessible to people with physical disabilities. This representation is false.

35. Defendants have consistently failed to maintain stairway chair lifts and elevators at the Property. Tenants with disabilities depend upon these mechanisms for the most basic of daily tasks, including accessing their apartments and the parking garage where their vehicles are parked.

36. During 2017 and 2018, DCRA cited Marbury Plaza on multiple occasions for broken stairway chair lifts and broken elevators designated for people with disabilities. Even after these citations, the chair lift in the lobby was broken for almost a year: from June 2018 to May 2019. After a brief fix, Defendants allowed the chair lift to break again and remain broken for another six months. During all of these outages, tenants in wheelchairs or with walkers were forced to use an extremely dangerous exit ramp in the garage.

37. The elevators at Marbury Plaza are also frequently out of service, as often as weekly in 2019 and 2020. In 2020, an elevator repair company serviced Marbury elevators on at least 23 occasions, finding exposed wiring and brown oil drip on the floors. The outages have caused tenants with disabilities to be stranded for hours in the lobby of Marbury Plaza or have to be carried up ten or eleven flights of stairs.

Management's Discriminatory Policy Against Housing Voucher Holders

38. Defendants' discrimination is not limited to people with disabilities. Until at least 2019, Defendants maintained an explicit policy of refusing tenants with vouchers, including Rapid Re-housing Vouchers, a program designed to assist District residents struggling to escape homelessness.

39. While Defendants claim to accept vouchers now, their policy has simply gone covert, requiring instead that tenants substantiate income of at least \$44,850 in order to secure an apartment at Marbury Plaza. This income threshold essentially continues Defendants' policy of discouraging applicants based on their source of income being government-provided housing vouchers.

40. The District's Rapid Re-housing Program is a research-based intervention, operated by the Department of Human Services ("DHS") in the District and designed to help individuals and families quickly exit homelessness and return to permanent housing. Participants are responsible for paying 40 percent of their income in rent, and the government covers the remaining amount. Participants are eligible for up to 12 months of assistance under the program. In 2020, the program served 2,298 families and 383 individuals.

41. District residents also participate in the Housing Choice Voucher Program, the federal government's main program for assisting very low-income families, the elderly, and individuals with disabilities to afford decent, safe, and sanitary housing in the private market. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities. By Federal law, a Public Housing Authority must provide 75 percent of its housing vouchers to applicants whose incomes do not exceed 30 percent of the area median income, which is \$38,700 in the District of Columbia.

42. During times relevant to this Complaint, Defendants have maintained a policy of refusing to rent to Rapid Re-Housing and other voucher holders, including by creating obstacles to voucher holders to access their housing, like creating annual income limits that are unachievable for most housing voucher holders.

Defendants Falsely Advertise Unavailable Amenities

43. Marbury Plaza advertises its “sparkling” and “stunning” pool, “24-Hour Laundry Center” and security like “Gated Electronic Access” as amenities available to tenants at the Property. However, these amenities are not available to tenants.

44. Tenants have not had access to the pool for several years. Even when it was open several years ago, management would not clean the pool, which “look[ed] like a toxic waste site.”

45. An OAG inspector visited the Property on June 14, 2021 and confirmed that the pool was locked and unavailable for use.

46. The laundry facilities are poorly maintained and often out of service. There are two washers and two dryers on each floor, but often all the machines on a single floor are broken. Management fails to promptly fix the machines, and residents are forced to call the service company themselves. The machines leak, leading to dangerous conditions in the laundry rooms. The laundry rooms are often afflicted with mold and mildew.

47. Tenants do not feel secure at the Property, as anyone can gain access to the buildings through doors which lack proper locks. Tenants encounter strangers sleeping in common areas such as the laundry rooms.

48. In fact, on June 14, 2021, an OAG inspector was able to gain access to Building 2300 through the parking garage and easily move about every floor of the building.

COUNT ONE

(Petition for Appointment of a Receiver Under the Tenant Receivership Act)

49. The District incorporates by reference paragraphs 1 through 48.

50. In accordance with D.C. Code § 42-3651.03, the Attorney General for the District of Columbia may petition the Court to appoint a receiver over a rental housing accommodation that “has been operated in a manner that demonstrates a pattern of neglect for the property for a period of 30 consecutive days and such neglect poses a serious threat to the health, safety, or security of the tenants.” D.C. Code § 42-3651.02(b). The term “pattern of neglect” includes “all evidence that the owner, agent, lessor, or manager of the rental housing accommodation has maintained the premises in a serious state of disrepair, including vermin or rat infestation, filth or contamination, inadequate ventilation, illumination, sanitary, heating or life safety facilities, inoperative fire suppression or warning equipment, or any other condition that constitutes a hazard to its occupants or to the public.” (*Id.*).

51. Defendants have operated Marbury Plaza in a manner that demonstrates a pattern of neglect under D.C. Code § 42-3651.02(b). The Property has suffered from systemic repair issues that relate to leaks and mold, plumbing, electrical systems, fire safety equipment, and elevators.

52. This pattern of neglect has been ongoing for over five years – well beyond the statutory period of thirty (30) consecutive days. Management has ignored repeated complaints from tenants, many seniors with disabilities, about unhealthy and unsafe conditions.

COUNT TWO

(Misrepresentations and Omissions in Violation of the Consumer Protection Procedures Act)

53. The District incorporates by reference paragraphs 1 through 52.

54. The Consumer Protection Procedures Act is a remedial statute that is to be broadly construed. It establishes an enforceable right to enjoin unfair or deceptive trade practices regarding consumer goods and services that are or would be purchased, leased, or received in DC.

55. Defendants offer rental housing at Marbury Plaza to consumers for personal, household, or family purposes which, therefore, are consumer goods and services.

56. 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).

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

58. 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.” *See id.* § 28-3909(a).

59. 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 have a particular standard, quality, grade, style, or model, if in fact they are of another;
- (e) misrepresent as to 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.

60. Here, Defendants committed unfair or deceptive trade practices under the CPPA when, among other acts, they made the following representations:

- a. implicitly represented to tenants/consumers, through the offering and entering into of leases and other acts, that Marbury Plaza was safe and habitable and would be maintained in compliance with laws and regulations (including the District's housing code) when, in fact, Marbury Plaza is not habitable and Defendants have not maintained Marbury Plaza in a manner consistent with District laws and regulations, in violation of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, and the Property Maintenance Code, 12 D.C.M.R. Code 12 § PM-101G *et seq.*
- b. implicitly represented to tenants/consumers the 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.*, and the Property Maintenance Code, 12 D.C.M.R. Code 12 § PM-101G *et seq.*
- c. collected rent from tenants/consumers while failing to inform them that defendants would continuously and systematically fail to maintain Marbury Plaza in habitable condition, in violation of the Housing Code, 14 D.C.M.R. § 400 *et seq.*, and the Property Maintenance Code, 12 D.C.M.R. Code 12 § PM-101G *et seq.*
- d. advertised the units as upscale and have 24-hour emergency maintenance, 24-hour laundry facilities, a pool, and utilities, when many of those amenities are entirely unavailable (e.g. laundry, pool) or only available sporadically, if at all.
- e. advertised themselves as an Equal Opportunity Housing Provider and as welcoming and accessible to people with physical disabilities when in fact Marbury Plaza is not.

COUNT THREE

(Unlawful Trade Practices Contrary to District Law in Violation of the Consumer Protection Procedures Act Arising from Housing Code Violations)

61. The District incorporates by reference paragraphs 1 through 60.

62. 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).

63. Defendants have committed unlawful trade practices in violation of D.C. Code § 28-3904(dd) 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.*, all of which are also violations of 16 D.C.M.R. § 3305.

COUNT FOUR

(Violation of the Consumer Protection Procedures Act Arising From Violations of the Human Rights Act)

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

65. Defendants’ failure to maintain the stairway chair lifts and elevators violate the Human Rights Act, (“HRA”) D.C. Code § 2-1402.21(d), because Defendants’ failed to accord those with physical disabilities the same use and enjoyment of the premises as those with able bodies. These violations of the HRA in conjunction with the provision of rental housing are unfair or deceptive trade practices prohibited by the CPPA. *See* D.C. Code § 28-3904; *see also* *District Cablevision Ltd. Partnership v. Bassin*, 828 A.2d 714, 723 (D.C. 2003) (“Trade practices that violate other laws, including the common law, also fall within the purview of the CPPA.”).

66. Defendants' explicit and implicit policies of refusing housing to individuals based on the use of housing vouchers violate the Human Rights Act, D.C. Code § 2-1402.21(e), and are unfair and deceptive trade practices that violate the CPPA. D.C. Code § 28-3904(f).

RELIEF REQUESTED

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

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

(d) 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)(1)(2);

(e) Award reasonable attorneys' fees pursuant to D.C. Code § 28-3909(b)(4) and D.C. Code § 42-3651.07(b)(1);

(f) Award all allowable costs pursuant to D.C. Code § 28-3909(b)(4); and

(g) 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 on all claims triable to a jury.

Dated: July 1, 2021

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

JIMMY R. ROCK
Assistant Deputy Attorney General
Public Advocacy Division

/s/

JENNIFER L. BERGER [Bar No. 490809]
Chief, Social Justice Section

/s/

MATTHEW W. MEYER [1045084]
BRENDAN DOWNES [187888]
LILY BULLITT*
Assistant Attorneys General
400 6th Street NW, 10th Floor
Washington, D.C. 20001
(202) 394-9384 (phone)
Email: Matthew.Meyer2@dc.gov

Attorneys for the District of Columbia

*Sworn into District of Columbia Bar on June 25, 2021; awaiting Bar number.

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

District of Columbia

Case Number: _____

vs

Date: 7/1/2021

MP PPH, LLC and Vantage Management, Inc.

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

Name: <i>(Please Print)</i> Matthew Meyer	Relationship to Lawsuit
Firm Name: District of Columbia Office of the Attorney General	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: 202-394-9384 Six digit Unified Bar No.: 1045084	<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: *(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 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/ Matthew W. Meyer

Attorney's Signature

7/1/2021

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

_____ Plaintiff

vs.

Case Number _____

_____ 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.

Clerk of the Court

 Name of Plaintiff's Attorney

By _____
 Deputy Clerk

 Address

Date _____

 Telephone

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
 번역을 원하시면, (202) 879-4828로 전화하십시오. 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.

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 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

_____ Demandante
 contra

Número de Caso: _____

_____ 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.

SECRETARIO DEL TRIBUNAL

 Nombre del abogado del Demandante

Por: _____
 Subsecretario

 Dirección

Fecha _____

 Teléfono

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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 pedirayuda al respecto.

Vea al dorso el original en inglés
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_____ Plaintiff

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Clerk of the Court

 Name of Plaintiff's Attorney

By _____
 Deputy Clerk

 Address

Date _____

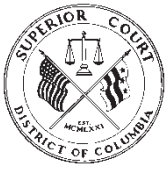
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_____ Demandante
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 Nombre del abogado del Demandante

Por: _____
 Subsecretario

 Dirección

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