

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA
a municipal corporation,
441 4th Street, N.W.
Washington, D.C. 20001

Plaintiff,

v.

**XQUISITE BASEMENTS & KITCHENS,
INC.,**
11602 Trillum Street
Bowie, Maryland 20721

SERVE: Registered Agents, Inc.
1150 Connecticut Ave., N.W., Suite 900
Washington, D.C. 20036

and

NEWTON GAYNOR,
11602 Trillum Street
Bowie, Maryland 20721

Defendants.

Civil Action No: 2018 CA 003930 B
Judge:
Calendar:

**COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF**

COMPLAINT

Plaintiff District of Columbia ("District"), by and through its Attorney General, brings this action against Defendants Xquisite Basements & Kitchens, Inc. ("Xquisite") and Newton Gaynor ("Gaynor") (collectively, "Defendants"), for Defendants' violations of the District's Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.*, and Wage Hour Act, D.C. Code § 32-1301, *et seq.* The District brings this suit to obtain injunctive relief, restitution, damages, civil penalties, costs, and attorneys' fees for Defendants' violations of District law. In support of its claims, the District states as follows:

Introduction

1. Defendants offer and sell home improvement services in the District of Columbia. Defendants advertise services that include remodeling and renovation of bathrooms, kitchens, basements, roofing and siding, decks, patio, sunrooms and additions, and “Handyman Repair Service.” While Defendants represent to consumers on their website that they maintain the “fastest ever project completion time,” are “first in customer service,” and offer a “money back guarantee if you are not 100% satisfied,” in reality, Defendants’ business practice is to sell home improvement services that they are either unable or unwilling to perform, and then to refuse to refund payments for the services that were either never performed or not completed. Defendants then deliver incomplete or totally abandoned renovation projects often leaving consumers with no lights and no water in parts of their home for months. Defendants have also misled consumers by opening credit lines in their names and withdrawing payments from these credit lines without consumers’ authorization, knowledge, or consent. In addition to consumer violations, Defendants failed to pay their employees all amounts required under District law.

Jurisdiction

2. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 6-1407, 11-921, and 28-3909.

3. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423(a)(1), (a)(2) and (a)(3).

Parties

4. Plaintiff, the District of Columbia (“District”), a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government of the United States. The District, through its Attorney General, brings this

action pursuant to D.C. Code § 28-3909, which authorizes the Attorney General to bring court actions to enforce the District's consumer protection laws, including the CPPA; and pursuant to D.C. Code § 32-1308(2)(A), which authorizes the Attorney General to bring court actions to enforce the Wage Hour Act.

5. Defendant Xquisite Basements & Kitchens, Inc. ("Xquisite") is a District of Columbia corporation with a principal place of businesses at 11602 Trillum Street, Bowie, Maryland, 20721 and 1775 Eye St N.W., Suite 1150, Washington, D.C., 20006. Xquisite is a licensed Home Improvement Contractor with the District, and at all times relevant to this Complaint, was doing business in the District of Columbia.

6. Defendant Newton Gaynor ("Gaynor") is the owner and operator of Xquisite and is licensed as a Home Improvement Salesman in the District, and at all times relevant to this Complaint, was doing business in the District of Columbia. At all times relevant to this Complaint, Defendant Gaynor was the owner of Xquisite, had managerial authority over Xquisite, was involved in the day-to-day operations of Xquisite, was responsible for developing and implementing all of Defendant Xquisite's major operating policies, and formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

7. At all times relevant to this Complaint, Defendant Gaynor formulated, directed, controlled, had the authority to control, participated in, or with knowledge approved of the unlawful acts and practices set forth in this Complaint.

Defendants' Business Practices

8. Defendants offer and sell home improvement services to consumers who own homes in the District of Columbia. Defendants advertise services that include remodeling and

renovation of bathrooms, kitchens, basements, roofing and siding, decks, patio, sunrooms and additions, and “Handyman Repair Service.”

9. Defendants offer and sell their services by leaving marketing materials at consumers’ homes, cold-calling consumers’ homes, or advertising on their website, Xquisitecontractors.com. When Defendants meet with consumers, they typically offer to beat other contractors’ prices and offer to match services offered by other contractors.

10. In marketing and selling their services to consumers, Defendants mislead consumers by making misrepresentations and failing to disclose material facts regarding the construction work they would perform on consumers’ homes. For example, Defendants have misrepresented the level or quality of work they will perform by representing they will provide a high-quality renovation, and then performing repairs or renovations that are substandard or of a lower quality than represented. In one example, Defendants promised a consumer they would match the pricing of another company, USA Insulation, while using their particular method of insulation (“blown in insulation”) during the replacement of siding on the home. Instead, Defendants did patchwork insulation and did not use any type of “blown in insulation” as promised.

11. Defendants mislead consumers regarding how quickly they will perform promised renovations, often promising consumers that the contracted for work will be performed in a few weeks, and then taking months to complete the job or, in many cases failing to complete the work at all.

12. In order to renovate consumers’ properties, Defendants are required to obtain permits from the District of Columbia Department of Consumer and Regulatory Affairs (“DCRA”) for the work they offer to perform. Specifically, Defendants, as Home Improvement

Contractors, are required under 16 DCMR § 812 to ensure that work to be performed that requires a permit is performed only under the authority of a permit. In order to obtain proper permits, Defendants have to submit building plans to DCRA that identify the construction work to be authorized by the requested permits. Defendants have represented to consumers that they will lawfully perform all of their renovation services when, in fact, Defendants often fail to obtain required permits for renovations and alterations they perform.

13. As a result of Defendants' failure to obtain required permits, the construction Defendants have performed is illegal, has not been approved in accordance with D.C. Code § 6-1401(2) and 12 DCMR Title 12 (the District's "Construction Codes") and other applicable regulations, and has not been inspected by DCRA. In one example, Defendants contracted to renovate the siding of a consumer's home and to install a deck on the rear of the property. Defendants did not apply or obtain any permits to do any of this work. In yet another example, Defendants contracted to remodel the kitchen and bathroom for a consumer. Defendants demolished the consumer's bathroom without displaying or applying for any required permits. Only after an Illegal Construction Inspector from DCRA showed up to inspect the property and requested permits, did Defendants pull the required permits. Defendants do not disclose to consumers that they perform renovations without proper permits, resulting in homes that violate the District's Construction Codes.

14. Defendants represent to consumers that they will perform contracted work with licensed subcontractors. Pursuant to D.C. Code § 47-2853.02 and 16 DCMR § 3301(x), licensed professionals must pull permits for proposed work and they must also perform the permitted work. Licensing of professionals ensures that District consumers are protected from shoddy

work from unlicensed contractors and contractors are properly bonded in case the work is shoddy or further damages a homeowner's property.

15. Although Defendants have used licensed professionals to obtain permits for the electrical or plumbing work they perform, contrary to 16 DCMR § 3301(x), Defendants often use different unlicensed professionals not named on the permit to actually perform the work—a fact Defendants do not disclose to consumers. Defendants pulled an electrical permit under the name of one licensed electrician, but that contractor was not involved with the work performed under the permit. The consumer reported that other employees did electrical work, none of which were named on the permit or were related to the named licensed professional. Defendants never disclose to consumers that they used unlicensed professionals to perform work that requires licensed professionals.

16. In addition to Defendants' deceptive practice of performing unpermitted and unlicensed work, Defendants also engage in sub-standard, shoddy renovation work at their properties, including leaving electrical wiring unsecured and dangling, leaving outside home lights not functioning, leaving cameras unpowered, failing to fully re-install gutter down spouts, leaving access panels completely uninstalled, and improperly installing rear-doors with no insulation and sealing.

17. Defendants also represent to consumers that the work will be completed quickly, in line with their website representations that Defendants maintain the "fastest ever project completion time." But in many cases, Defendants instead take many more months than they promised to consumers or totally abandon projects, leaving consumers with semi-demolished kitchens that do not function, leaving consumers without working appliances, without running water, or without a working bathroom for weeks or months on end.

18. Pursuant to D.C. Code § 47-2883.01 and 16 DCMR § 3301(y), all contractors who are licensed to offer and sell home improvement services in the District of Columbia must be bonded before engaging in the offer and sale of home improvement services. Defendants represent to consumers that their work is fully bonded and insured. In fact, Defendants engaged in home improvement work without proper bonding and licensing. In one example, Defendants took payment from one consumer on August 24, 2017 and started demolition work on the consumer's property. When the consumer realized Defendants' insurance was not valid, she stopped a check. Defendants then provided an insurance bonding that started on, and was issued on, August 31, 2017.

19. Defendants enter into contracts with consumers that set forth work schedules with an accompanying appropriate schedule of payments. Defendants, however, often disregard these payment schedules and charge consumers payments for work that has not been completed and which Defendants have often abandoned. Defendants have also charged consumers deposits for their work that significantly exceed the amounts stated in their contracts and that were not authorized by consumers.

20. Defendants have partnered with a financial technology company called GreenSky, LLC, ("GreenSky") located in Atlanta, Georgia, which operates an Internet-based platform or mobile app that allows consumers to apply for lines of credit with several banks that have partnered with GreenSky. Loans procured through GreenSky essentially supplant credit cards for larger and more focused spending on consumer projects, such as home improvement projects like those offered by Defendants, and are repaid on a fixed interest rate and schedule. Following approval of their loans through GreenSky, consumers may authorize payments from the credit lines electronically, including payments that may be made directly to their contractors.

21. Defendants have taken advantage of GreenSky's portal and the absence of a requirement of a "wet" consumer signature, by opening lines of credit in consumers' names without the full knowledge and consent of the named consumers. Moreover, Defendants have authorized payments to themselves from GreenSky credit lines without consumers' knowledge or authorization for work they did not perform. In one example, a consumer, after signing a contract with Defendants, expected to pay an initial deposit of \$20,000 by check, but was also charged an additional \$17,000 through GreenSky. Defendants in this case showed up to do demolition work on the parts of the home that were to be renovated and after three days of demolition, stopped work, never returned, and never offered the consumer a refund. Defendants charged the consumer \$37,000 to do demolition in one part of the home, and the consumer has had to hire another contractor to complete the work.

22. Finally, Defendants represent on their website, that they have a "Money Back guarantee if you are not 100% satisfied." Notwithstanding this representation, in many instances Defendants have either refused to return payments to consumers who request refunds, have promised refunds to consumers that they failed to pay, or have used threats to intimidate or coerce consumers to abandon their requests for refunds.

Defendants' Failure to Pay Their Employees

23. Defendants also repeatedly failed to pay their employees wages for hours worked. These employees are as follows:

Victor Mixter

24. Defendants hired Victor Mixter as a Handyman to remodel a kitchen at a residential building near the intersection of 8th Street N.E. and C Street N.E. in Washington, D.C.

25. Defendants promised Mr. Mixter an hourly wage of \$20.95/hour, which would increase to \$25.00/hour after thirty days. Defendants told Mr. Mixter that wages would be paid on a weekly basis.

26. Mr. Mixter performed remodeling work at this job site for Defendants for two and a half weeks, starting on January 29, 2018.

27. Mr. Mixter was paid \$100 at some point during his first week of work for Defendants, which he used to purchase tools and materials to perform remodeling work. Following this payment, Defendants failed to pay Mr. Mixter any wages for the hours that he worked.

28. Mr. Mixter worked at least 92 hours for Defendants, for which he was not paid any wages whatsoever. Mr. Mixter attempted to contact Defendants numerous times by telephone regarding the wages owed to him, but Defendants repeatedly did not return his phone calls.

29. As of the date of this Complaint, Mr. Mixter has not been compensated for at least 92 hours worked for Defendants.

Isaiah Murray

30. Defendants hired Mr. Murray as a Helper to assist Mr. Mixter in remodeling the kitchen at the residential building located near the intersection of 8th Street N.E. and C Street N.E. in Washington, D.C.

31. Defendants promised Mr. Murray an hourly wage of \$14.00/hour. Defendants told Mr. Murray that wages would be paid on a weekly basis.

32. Mr. Murray performed kitchen remodeling work at this job site for Defendants between January 6, 2018 and February 13, 2018. He worked approximately 100 hours during this time.

33. Mr. Murray was never compensated for his labor in any way. As of the date of this Complaint, Mr. Murray has not received any payments from Defendants whatsoever.

Andrew Cochansky

34. Defendants hired Mr. Cochansky as a Superintendent to perform remodeling work at various job sites in the District of Columbia, including the residential building located near the intersection of 8th Street N.E. and C Street N.E. in Washington, D.C. Remodeling work included repairing floors, spackling walls, and trimming/finishing.

35. Defendants promised Mr. Cochansky that he would be paid \$800 per week for his labor.

36. Mr. Cochansky performed remodeling work at various District of Columbia job sites for Defendants between September 2017 and February 2018. In a typical workweek, Mr. Cochansky would work five days per week, seven hours per day.

37. Mr. Cochansky received only two payments from Defendants: two separate checks in the amount of \$250.00 each. Defendants also provided Mr. Cochansky various in-kind payments, such as a night's accommodation in a local hotel or a meal. When such an in-kind payment occurred, Defendant Gaynor would inform Mr. Cochansky that the in-kind payment would be deducted from his paycheck.

38. In February 2018, Defendant Gaynor informed Mr. Cochansky that he had no more money and would be unable to make any additional payments—whether in wages or in-

kind—to Mr. Cochansky. Following this conversation, Mr. Cochansky has had no additional contact with Defendant Gaynor.

39. Even taking together the wages and in-kind payments received by Mr. Cochansky, Defendants failed to pay Mr. Cochansky for at least seven weeks of labor. As of the date of this Complaint, Mr. Cochansky still has not been fully compensated for the work he performed for Defendants.

Count I

Violation of the Consumer Protection Procedures Act

40. The District re-alleges and incorporates paragraphs 1 through 22 of this Complaint, as if fully set forth herein.

41. The CPPA is a remedial statute that should be broadly construed. It establishes a right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in D.C.

42. Defendants in their ordinary course of business marketed and offered for sale home improvement services to consumers in the District of Columbia. As such, they are merchants under the CPPA.

43. Consumers who purchased home improvement services from Defendants did so for personal, household, or family purposes, which makes the services a consumer good or service under the CPPA.

44. Merchants who violate the CPPA may be subject to restitution, damages, civil penalties, temporary or permanent injunctions, the costs of the action, and reasonable attorneys' fees. D.C. Code § 28-3909.

45. Defendants misrepresented material facts that had a tendency to mislead consumers in violation of the CPPA, D.C. Code § 28-3904(e), when they represented to

consumers that Defendants would provide home improvement services that they did not provide, performed home improvement work without the proper permits, performed home improvement work using unlicensed professionals, and performed home improvement work without proper insurance bonding. Defendants also violated this section of the CPPA when they represented they would refund consumer payments and did not do so.

46. Defendants failed to disclose material facts, the omission of which tended to mislead consumers in violation of the CPPA, D.C. Code § 28-3904(f), when they failed to disclose they were performing work without permits, using unlicensed professionals, and sold home improvement services without required insurance bonding. Defendants also violated this section of the CPPA when they failed to disclose they were charging consumers more than their contracts delineated and when they made withdrawals from consumers' credit lines without informing consumers or obtaining their authorization.

47. Defendants advertised services without the intent to sell them as advertised or offered, in violation of CPPA, D.C. Code § 28-3904(h), when they offered their home improvement services, took payment, did only demolition work, and stopped any work after demolition.

48. Defendants performed unpermitted, unlicensed work that regularly violated the Construction Codes, including performing work without proper insurance bonding (a violation of 16 DCMR §§ 812, 3301, 3309.3). This practice is a violation of the CPPA, D.C. Code § 28-3904(dd).

49. Defendant Gaynor is individually liable because he participated in the unlawful conduct alleged in this Complaint and was in a position to prevent the unlawful conduct and did not do so.

Count II – Violation of Construction Codes

50. The District re-alleges and incorporates paragraphs 1 through 22 of this Complaint, as if fully set forth herein.

51. Defendants' renovations to residential properties have regularly violated provisions of the District's Construction Codes. The District, through its Attorney General, is authorized by D.C. Code § 6-1407 to seek injunctive and other equitable relief that prevents such illegal construction activity from continuing in D.C.

Count III – Violation of the Wage Hour Act

52. The District re-alleges and incorporates paragraphs 23 through 39 of this Complaint, as if fully set forth herein.

53. At all relevant times, Defendants were "employers" who employed Messrs. Mixer, Murray, and Cochansky as "employees," as defined in D.C. Code § 32-1302.

54. At all relevant times, Defendant Gaynor controlled, or had the ability to control, Defendant Xquisite's conduct alleged in the Complaint to violate the District's Wage Hour Act. As such, at all relevant times, Defendant Gaynor was also an individual violating the Wage Hour Act or is otherwise liable for Defendant Xquisite's violations of the Wage Hour Act.

55. Defendants failed to pay Messrs. Mixer, Murray, and Cochansky their earned wages for their hours worked as set out in this Complaint.

56. Defendants' failure to pay Messrs. Mixer, Murray, and Cochansky their earned wages constitutes a violation of the Wage Hour Act, which requires that an employer "shall pay all wages earned to his or her employees on regular paydays designated in advance by the employer." D.C. Code § 32-1302.

57. Under the Wage Hour Act, the Attorney General is authorized to bring a civil action in the Superior Court “against an employer or other person violating [the Wage Hour Act] for restitution or for injunctive, compensatory, or other authorized relief.” D.C. Code § 32-1306(a)(2)(A).

58. The District brings this count on behalf of Messrs. Mixer, Murray, and Cochansky to recover damages and liquidated damages, for violations of the Wage Hour Act in an amount to be proven at trial.

Prayer for Relief

WHEREFORE, the District respectfully requests that the Court:

59. Enter a permanent injunction to prevent future violations of the CPPA by Defendants;

60. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants’ violations of the CPPA, including disgorging restitution from Defendants based on their unlawful conduct or requiring Defendants to pay damages to consumers;

61. Impose civil penalties in an amount up to \$1,000 per violation of the CPPA pursuant to D.C. Code § 28-3909(b);

62. Award back wages due to Messrs. Mixer, Murray, and Cochansky, as a result of Defendants’ failure to pay wages in violation of the Wage Hour Act, in an amount to be proven at trial;

63. Award liquidated damages due to Messrs. Mixer, Murray, and Cochansky, as a result of Defendants’ violation of the Wage Hour Act, in an amount to be proven at trial;

64. Impose statutory penalties against Defendants, as authorized by D.C. Code § 32-1307, in an amount to be proven at trial; and

65. Award the District the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Jury Demand

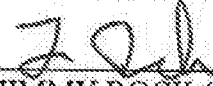
The District of Columbia hereby demands a trial by jury on all issues triable of right by jury in this matter.

Dated: June 1, 2018.

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

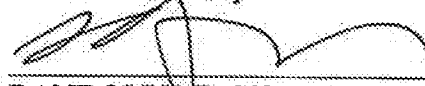
ROBYN BENDER
Deputy Attorney General
Public Advocacy Division



JIMMY ROCK (D.C. Bar # 493521)
Assistant Deputy Attorney General
Public Advocacy Division



RICHARD V. RODRIGUEZ (D.C. Bar # 1014925)
Assistant Attorney General



RANDOLPH T. CHEN (D.C. Bar # 1032644)
Assistant Attorney General

Office of the Attorney General
441 4th Street, N.W., Suite 600 South
Washington, DC 20001
Richard.Rodriguez@dc.gov | (202) 727-6337
Randolph.Chen@dc.gov | (202) 442-9854
Attorneys for the District of Columbia

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

District of Columbia

Case Number: **2018 CA 003930 B**

vs

Date: June 1, 2018

Xquisite Basements & Kitchens, Inc., et al.

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

Name: <i>(Please Print)</i> Richard V. Rodriguez, Assistant Attorney General	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff
Firm Name: Office of the Attorney General for the District of Columbia	<input type="checkbox"/> Self (Pro Se)
Telephone No.: <u>202-727-6337</u> Six digit Unified Bar No.: <u>1014925</u>	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$Restitution and civil penalties Other: Injunctive relief

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

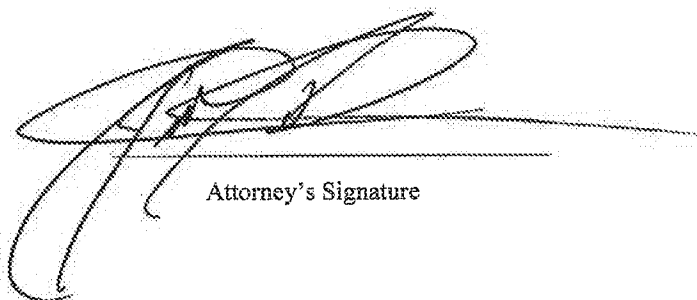
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA)
(D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 33 Whistleblower |
| <input type="checkbox"/> 16 Declaratory Judgment | |

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 1, 2018

Date



Superior Court of the District of Columbia
 CIVIL DIVISION
 500 Indiana Avenue, N.W., Suite 5000
 Washington, D.C. 20001 Telephone: (202) 879-1133

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S Plaintiff
 Washington, DC 20001 vs.

Case Number 2018 CA 003930 B

NEWTON GAYNOR
 11602 Trillum Street Defendant
 Bowie, Maryland 20721

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 (20) 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 party 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.

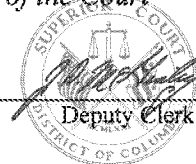
You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) 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.

Richard V. Rodriguez, Assistant Attorney General
 Name of Plaintiff's Attorney

Clerk of the Court

Office of the Attorney General for DC
 Address 441 4th Street, NW, Suite 600 South
Washington, DC. 20001
(202) 727-6337

By _____



Date 06/04/2018

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) 879-4828 로 전화하십시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ደ.ደ.ውሉ

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 Veá al dorso la traducción al español



**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL**

500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Teléfono: (202) 879-1133

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S Demandante
Washington, DC 20001 contra

Número de Caso: _____

NEWTON GAYNOR

11602 Trillum Street Demandado
Bowie, Maryland 20721

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 veinte (20) 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 cinco (5) 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.

Richard V. Rodriguez, Assistant Attorney General
Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

Office of the Attorney General for DC
Dirección 441 4th Street, NW, Suite 600 South
Washington, DC. 20001
(202) 727-6337
Teléfono

Por: _____
Subsecretario

Fecha _____

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**Superior Court of the District of Columbia
CIVIL DIVISION
500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Telephone: (202) 879-1133**

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S

Plaintiff

Washington, DC 20001 vs.

Case Number 2018 CA 003930 B

XQUISITE BASEMENTS & KITCHENS, INC.

11602 Trillum Street

Defendant

Bowie, Maryland 20721

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 (20) 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 party 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 five (5) 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.

Richard V. Rodriguez, Assistant Attorney General
Name of Plaintiff's Attorney

Clerk of the Court

Office of the Attorney General for DC

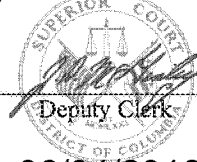
Address 441 4th Street, NW, Suite 600 South

Washington, DC. 20001

(202) 727-6337

Telephone

By _____



06/04/2018

Date _____

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DISTRICT OF COLUMBIA

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Demandante

Número de Caso: _____

XQUISITE BASEMENTS & KITCHENS, INC.

11602 Trillum Street
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Demandado

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Richard V. Rodriguez, Assistant Attorney General
Nombre del abogado del Demandante

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SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

DISTRICT OF COLUMBIA

Vs.

C.A. No. 2018 CA 003930 B

XQUISITE BASEMENTS & KITCHENS, INC. et al

INITIAL ORDER AND ADDENDUM

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

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the summons, the complaint, and this Initial Order and Addendum. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in Super. Ct. Civ. R. 4(m).

(3) Within 21 days of service as described above, except as otherwise noted in Super. Ct. Civ. R. 12, each defendant must respond to the complaint by filing an answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in Super. Ct. Civ. R. 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an initial scheduling and settlement conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than seven business days before the scheduling conference date.

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

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

Chief Judge Robert E. Morin

Case Assigned to: Judge JOHN M CAMPBELL

Date: June 4, 2018

Initial Conference: 9:30 am, Friday, August 31, 2018

Location: Courtroom 519

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

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

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

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

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

Chief Judge Robert E. Morin