

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA

a municipal corporation,
441 4th Street, NW
Washington, D.C. 20001,

Plaintiff,

v.

SIVIL, INC.

2009 14th Street, N. Apt 1116
Arlington, VA 22201,

SERVE: Willard Simon
1920 14th Street, NW, Apt. #336
Washington, DC 20009,

and

WILLARD SIMON,

1920 14th Street, NW, Apt. #336
Washington, DC 20009,

Defendants.

Civil Action No:

Judge:

Calendar:

**COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF.**

Plaintiff District of Columbia, by and through its Attorney General, brings this action against Sivil, Inc. and Willard Simon (collectively, “Defendants”) for violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* In support of its claims, the District states as follows:

1. Defendant Sivil, Inc. (“Sivil”), a Virginia corporation operating within the District of Columbia, is in the business of developing, marketing, and selling athletic apparel. Sivil was founded by Defendant Willard “Will” Simon (“Simon”). Defendants used the online crowdfunding platform Kickstarter.com to promote, market, develop and sell athletic apparel.

2. By July 25, 2015, Defendants through their Kickstarter campaign had successfully raised approximately \$284,028, which was paid by a total of 3676 consumers. In return for the payments they received, Defendants' promised to provide approximately 3626 consumers with one or more items of athletic apparel designed and developed by Defendants. The remaining fifty consumers paid Defendants a nominal amount in return for which they received no promise of merchandise.¹

3. To date, more than two years after the Defendants commenced collecting payments from consumers, Defendants have not produced any of the promised athletic apparel. Instead, Defendants have used consumers' payments to pay their operating expenses and the personal expenses of Defendant, Willard Simon. To date, Defendants have refused to refund any of the payments they received from consumers except in one instance. Moreover, after collecting consumers' payments, Defendants took no meaningful steps to fabricate and supply the promised goods while they continued to falsely represent to consumers that they were working diligently toward the production and supply of the promised athletic apparel. Defendants also falsely assured consumers that all of the money they had collected was being used to develop and deliver the promised athletic apparel while not disclosing, in fact, the monies were being used for other purposes, including paying the personal expenses of Defendant Simon.

4. The District institutes this proceeding to stop Defendants from engaging in the unlawful trade practices summarized above in connection with their offer and sale of athletic apparel by seeking injunctive relief and restitution for consumers victimized by Defendants conduct, as well as the payment of penalties and costs to the District.

¹ Consumers had the ability to fund the project in the amount of \$1 to \$34, but would receive no product. Only 50 consumers decided to fund at this lower level. The other 3626 consumers paid Defendants \$35 or higher amounts in exchange for receiving the promised merchandise.

Jurisdiction

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

6. This Court has personal jurisdiction over all the Defendants pursuant to D.C. Official Code § 13-423(a).

Parties

7. Plaintiff, the District of Columbia (“District”), 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 brings this action, through its Attorney General, pursuant to the Attorney General’s enforcement authority under the CPPA, D.C. Code §28-3910.

8. Defendant Sivil, Inc. (“Sivil”) is a Virginia corporation operating in the District of Columbia. Sivil’s principal place of business is 1920 14th Street, NW, Apt. #336, Washington, D.C. 20009. Since at least April of 2015, Defendants raised money from consumers through a crowdfunding campaign via the website www.kickstarter.com and, in connection thereto, Defendants has marketed athletic apparel to consumers.

9. Defendant Willard Simon (“Simon”) resides at 1920 14th Street, NW, Apt. #336, Washington, DC 20009. At all times pertinent hereto, Defendant Simon was the owner of Sivil, and had exclusive managerial authority over Sivil, was involved in the day-to-day operations of Sivil, was responsible for developing and implementing all of Defendant Sivil’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.

Background on Crowdfunding

10. Crowdfunding is the practice of funding a project or business idea by raising small amounts of money from a large number of people, typically via the Internet.

11. There are currently hundreds of platforms for crowdfunding projects. One of the most popular Internet platforms is Kickstarter.com. Kickstarter allows aspiring entrepreneurs to raise funding for their projects by asking consumers for payments usually in exchange for future goods or services that will be created through the fully funded project.

12. To initiate a Kickstarter “campaign,” the project creator develops a “homepage” that provides information (usually a video and multiple pictures) about the product that it will be selling, which is directed to get consumers to agree to pay requested funds. In addition to providing information about the offered product, the homepage also provides information about the total amount of money needed to fund the project and is used to provide updates and respond to consumer inquiries. It is through its own Kickstarter campaign, Defendants offered and sold athletic apparel to consumers to raise funding.

13. Kickstarter is structured for an “all or nothing” funding; if the creator does not raise the sufficient funds to meet the original fundraising goal selected within the time period selected, the creator does not receive any money and no consumer is charged.

14. Kickstarter’s terms provide that, once “a project is successfully funded, the creator must complete the project and fulfill each reward” and that the “creator is solely responsible for fulfilling the promises made in their project.” Further, Kickstarter’s terms state that if the creator is “unable to satisfy the terms of this agreement, they may be subject to legal action by backers.”

Defendants' Kickstarter Campaign for Athletic Apparel

15. On or about June 13, 2015, Defendant commenced a Kickstarter campaign purportedly to develop, produce, and distribute athletic shirts purportedly comprised of “revolutionary cooling technology” that was “30% cooler & drier than any other shirt in the world” and offered “UF 45+ protection” and would use “CoolCore” fabrics. The homepage provided a video demonstrating the alleged technologies that the shirts would have. A partial screenshot of the homepage, as captured on July 14, 2016, appears below, and the complete homepage is shown as Exhibit A.

16. To fund their project, Defendants sought funds from individual consumers between \$35 and \$1,000, in return for which Defendants promised to supply between one and forty of their athletic shirts. Consumers were also offered the option of donating funds in the amount of \$34 or less, and they would not receive an athletic shirt. All but 50 of the consumers from whom Defendants received payments paid an amount in excess of \$34 in order to receive the promised athletic wear.

17. In connection with the crowdfunding campaign, Defendants represented to consumers that they would receive the promised high quality athletic apparel if the Defendants' Kickstarter campaign reached its funding goal of \$25,000. Defendants raised nearly 12 times their stated goal, a total of approximately \$284,028.00, which was paid by 3676 consumers.

Defendants' Business Practice

18. Defendants' projected delivery date for the athletic shirts was November 2015. Between November 2015 and September 2016, Defendant provided sporadic updates via the Kickstarter page citing a variety of reasons for delays in production, including a “serious issue

with customs,” but assuring consumers on November 2015 that “everything is being produced and [that] they will be shipped ASAP.”

19. Notwithstanding the overwhelming response to their funding request and Defendants’ representations that they would meet their stated project goal, by 2016, Defendants had taken no meaningful steps to develop their offered athletic shirts. When consumers started to complain on the Kickstarter Campaign’s main home page and on its public comment board that no products were being produced and Defendants were providing little or no updates regarding the project, Defendants responded by representing that Defendants would “fulfill every single order, with the best quality, as quickly as possible, no matter what.” Further adding, “I made a promise to you and I intend to keep it regardless of any circumstances.”

20. Throughout the life of the campaign, Defendants represented that money raised would be used for the development, production, completion, and distribution of the athletic apparel. On February 16, 2016, Defendant Simon posted an update to the backers stating that “100% of the funds have been used for manufacturing, cutting/sewing, new samples, and everything in between.” On April 13, 2016, Defendant Simon posted another update, stating that he was working vigorously on the athletic apparel and that “every dime has went towards creating a shirt that I always planned on creating I never wanted to used Kickstarter to make money, but rather, the contrary.” (sic).

21. By July 30, 2016, Defendants began offering consumers refunds, but ignored all but one of the numerous requests for refunds that they received from consumers.

22. Notwithstanding the Defendants’ representations to the contrary, Defendants were aware they would not be supplying the athletic shirts they promised consumers and, instead of using the funds they raised toward their project they spent the funds on their own expenses,

including the personal expenses of Defendant Simon. For example, Defendant Simon spent the following amounts to maintain his metropolitan lifestyle including:

- a. At least \$28,834.87 on dining out, visiting bars, or purchases at liquor stores;
- b. At least \$4,375 on personal apparel purchases from stores such as Nordstrom Rack, Banana Republic, H&M, Jos. A. Bank, and Zara;
- c. \$7,003.74 on personal transportation services, such as Uber and Lyft;
- d. At least \$11,593 on event tickets, airline tickets, hair stylist appointments, gym memberships, tanning salons, workout gear, nonprofit donations, and visits to the Hirshhorn Museum;
- e. At least \$40,793.30 was taken as cash transfers; and
- f. \$20,000 was used for a personal loan.

23. To date, Defendants have neither provided the promised athletic shirts that were required under Kickstarter's terms of use, nor have they paid the refunds they promised consumers.

Count I
Violations of the Consumer Protection Procedures Act

24. The District re-alleges and incorporates by reference paragraphs 1 through 23, as if fully set forth in this Complaint.

25. 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.

26. Defendants in their ordinary course of business marketed and offered for sale athletic apparel to consumers in the District of Columbia. As such, they are merchants under the CPPA.

27. Consumers who paid funds to the Defendants in order to receive the offered athletic apparel did so for personal, household or family purposes, which makes the athletic apparel Defendants offered a consumer good.

28. 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.

29. 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, in exchange for their payments, the Defendants would develop an athletic apparel business project and return to the consumers, the athletic apparel manufactured by the venture, and instead wrongfully converted consumers' payments for their personal uses. Defendants further violated this section of the CPPA when they represented they would refund consumers payments and did not do so.

30. 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 unable or unwilling to provide the promised apparel, were unable or unwilling to refund consumers' payments, and had wrongfully converted paid funds for their personal use.

31. Defendants advertised goods without the intent to sell them as advertised or offered, in violation of CPPA, D.C. Code § 28-3904(h), when they offered their athletic apparel without the intent to supply the promised goods.

32. Defendant Simon is individually liable because he participated in the unlawful conduct alleged herein and was in a position to prevent the unlawful conduct alleged herein and did not do so.

Prayer for Relief

Wherefore, Plaintiff the District of Columbia, pursuant to D.C. Code § 28-3909, and as authorized by the Court's own equitable powers, requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the CPPA by Defendants;
- B. 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;
- C. Award civil penalties in an amount up to \$1,000 per violation of the CPPA pursuant to D.C. Code § 28-3909(b); and
- E. Award Plaintiff 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 demands a trial by jury in this matter of all issues triable of right by a jury.

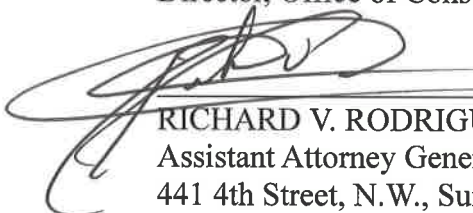
Respectfully submitted,

Dated: December 19, 2017

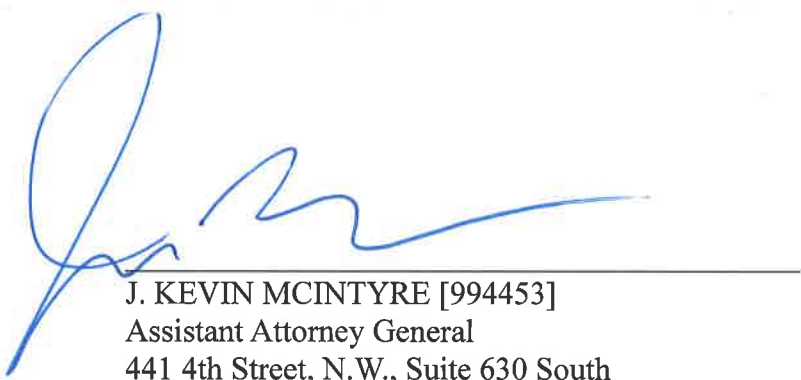
KARL A. RACINE
Attorney General for the District of Columbia



PHILIP ZIPERMAN [429484]
Director, Office of Consumer Protection



RICHARD V. RODRIGUEZ [1014925]
Assistant Attorney General
441 4th Street, N.W., Suite 630 South
Washington, D.C. 20001
(202) 727-6337 | richard.rodriquez@dc.gov



J. KEVIN MCINTYRE [994453]
Assistant Attorney General
441 4th Street, N.W., Suite 630 South
Washington, D.C. 20001
(202) 442-9894 | james.mcintyre@dc.gov



**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 _____

WILLARD SIMON

1920 14th Street, N.W., Apt. #336 Defendant

Washington, D.C. 20009

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

By _____

Address 441 4th Street, NW, Suite 600 South

Deputy Clerk

Washington, DC. 20001

(202) 727-6337

Date _____

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez 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 ይደውሉ

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

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

See reverse side for Spanish translation
Vea 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: _____

WILLARD SIMON

1920 14th Street, N.W., Apt. #336 Demandado
Washington, D.C. 20009

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 _____

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Đê có một bài dịch, hãy gọi (202) 879-4828
번역을 원하시면, (202) 879-4828 로 전화주십시오 የአግርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS 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 afrontar el costo de 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 de otros lugares donde puede pedir ayuda al respecto.

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



**Superior Court of the District of Columbia
CIVIL DIVISION
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 _____

Sivil, Inc.

2009 14th Street, N. Apt 1116 Defendant

Arlington, VA 22201

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 _____
Deputy Clerk

Date _____

如需翻译,请打电话 (202) 879-4828

Veillez 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 ይደውሉ

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

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

See reverse side for Spanish translation
Vea 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: _____

Sivil, Inc.

2009 14th Street, N. Apt 1116 Demandado
Arlington, VA 22201

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 _____

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 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS 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 afrontar el costo de 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 de otros lugares donde puede pedir ayuda al respecto.

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

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

District of Columbia _____ Case Number: _____

vs Date: December 19, 2017

Sivil, Inc., and Willard Simon

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.: 202-727-6337 Six digit Unified Bar No.: 1014925	<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 <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	COLLECTION CASES <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

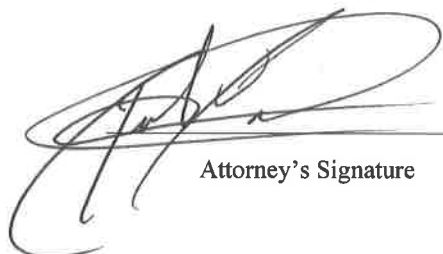
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA)
(D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 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

December 19, 2017

Date