

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

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

**PLAINTIFF,**

v.

**POWER DESIGN, INC.,**  
11600 Ninth Street North  
St. Petersburg, FL 33716

*Serve on:*

**COGENCY GLOBAL INC.**  
1025 Vermont Ave. N.W.  
Suite 1130  
Washington, D.C. 20005,

and

**JVA SERVICES, LLC,**  
1505 Redford Drive  
Fort Washington, MD 20744

*Serve on:*

**JOSE GARCIA MARCELINO**  
1505 Redford Drive  
Fort Washington, MD 20744,

and

**DDK ELECTRIC, INC.,**  
Apt. T-2  
788 Quince Orchard Blvd.  
Gaithersburg, MD 20878

*Serve on:*

**HERMENEGILDO REYES**  
Apt. T-2  
788 Quince Orchard Blvd.  
Gaithersburg, MD 20878,

**DEFENDANTS.**

Case No.:

Judge:

**COMPLAINT**

**JURY TRIAL DEMANDED**

## COMPLAINT

### PRELIMINARY STATEMENT

1. This is a case about worker misclassification—a form of payroll fraud that occurs when a company fraudulently classifies its employees as independent contractors in order to reduce costs. This fraud’s harm is concentric. It begins with the workers, stripping them of protections and benefits that they would otherwise be entitled to as employees, such as workers’ compensation, paid sick leave, minimum wage, and overtime pay. The harm then emanates to the industry, as law-abiding employers are confronted with a race to the bottom, competing against unscrupulous companies operating on illegally suppressed costs. Finally, the harm extends to the District of Columbia government, as these companies enjoy all the benefits of doing business within its borders while evading the payroll taxes they are required by law to pay.

2. Defendant Power Design, Inc. is the architect of one such worker misclassification scheme. Power Design is an electrical subcontractor that operates nationwide, with multiple projects in the District of Columbia (District). Power Design’s business in the District depends on misclassified workers. The vast majority of the electrical work Power Design is contracted to do is completed by workers obtained through “labor brokers,” third party outfits like JVA Services, LLC and DDK Electric, Inc., whose sole business purpose is to hire workers and send them to Power Design construction sites at Power Design’s request. These workers never appear on Power Design’s books, and are instead listed as “independent contractors” on the labor broker’s payroll. This maneuver allows Power Design to slash costs, evading taxes and costs associated with payroll that are concomitant with a typical employer-employee relationship. As business in the construction industry is often awarded through a bidding process, these suppressed costs are instrumental to Power Design’s success in the District.

3. But applying the employee-independent contractor test set out in the District's Workplace Fraud Act, D.C. Code § 32-1331.04, these workers are Power Design's employees. At the construction site, a handful of Power Design managers exercise immense control over these workers—the managers have the power to set the work schedule, hire and fire, and impose continuous instruction and oversight. In addition, the electrical work performed is entirely within Power Design's usual course of business as an electrical subcontractor. The labor brokers and the workers they procure are also economically dependent on Power Design, as they work almost exclusively on Power Design jobs. The degree of control, dependency, and business alignment lays bare the ruse: the labor broker is nothing more than a corporate shell entity through which Power Design maintains a shadow payroll to distribute wages to hundreds of misclassified employees. Power Design's scheme has denied these workers protections and benefits, harmed the construction industry by undercutting law-abiding competitors, and deprived the District government of tens of thousands of dollars in unpaid payroll taxes.

4. The District brings this action to enjoin this unlawful worker misclassification scheme and recover all damages and penalties available under law.

#### **JURISDICTION**

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

6. This Court has personal jurisdiction over Defendants due to their transaction of business in the District of Columbia, pursuant to D.C. Code § 13-423(a)(1).

#### **PARTIES**

7. Plaintiff District of Columbia (District), a municipal corporation that is authorized to sue and be sued, is the local government for the territory constituting the seat of the government for the United States of America. The District brings this action through its Attorney General, who

has charge and conduct of all law business of the District and all suits instituted by and against the District, is authorized to protect the public interest, and pursuant to D.C. Code § 32-1306(a)(2)(A), is authorized to bring court actions to enforce the District's wage laws, including the Workplace Fraud Act (the Act).

8. Power Design, Inc. (Power Design) is a Florida corporation that does business in multiple states and the District of Columbia. Power Design is an electrical subcontractor that performs electrical work in the construction industry.

9. JVA Services, LLC (JVA) was a Maryland corporation that did business in multiple states and the District of Columbia. JVA's primary business came from Power Design, who subcontracted with JVA to hire workers and supply them to Power Design worksites. JVA was owned and operated by a single owner-employee, Alberto Garcia.

10. DDK Electric, Inc. (DDK) was a Maryland corporation that did business in multiple states and the District of Columbia. DDK's primary business came from Power Design, who subcontracted with DDK to hire workers and supply them to Power Design worksites. DDK was owned and operated by a single owner-employee, Hermenegildo Reyes.

## FACTS

### **Power Design's Business in the District and Reliance on Labor Brokers**

11. A construction project is typically led by a General Contractor (GC) who is responsible for managing and coordinating the work on a construction site. A GC will often contract out the installation of a particular system in a structure (e.g., electrical, mechanical, plumbing) to a subcontractor that specializes in that system.

12. A GC often subcontracts with an electrical subcontractor to install the structure's electrical system. Electrical work related to the installation of a structure's electrical system can

often be divided into two general phases: (1) rough-in work, which refers to the installation of electrical wiring, electrical boxes, fixture mounts, and sub panels—all of which is completed after the building's frame has been built, but before drywall has gone up; and (2) finishing work, which refers to the installation of switches, outlets, and fixtures—which takes place closer to the construction's completion.

13. In selecting an electrical subcontractor, GCs will often first solicit bids from various companies, which include cost estimates for the work to be performed. The estimated cost of an electrical subcontractor's bid is a key factor that GCs weigh when evaluating bids.

14. Power Design has been subcontracted to perform electrical work on many construction projects in the District, including, but not limited to, jobs located at the following worksites:

- a. The Line Hotel, 1770 Euclid Street N.W. (Line Hotel);
- b. Columbia Place, 901 L Street N.W. (Columbia Place);
- c. 909 Half Street S.E. (Half Street);
- d. Patterson House, 15 Dupont Circle N.W. (Patterson House);
- e. Art Place, 400 Galloway Street N.E. (Art Place);
- f. River Front at Potomac Avenue S.E. (Potomac Avenue); and
- g. Square 701 at 1223 1st Street S.E. (First Street);

15. On a typical Power Design worksite, there are often no more than five Power Design employees: one Superintendent who manages the day-to-day operations of the worksite, and a handful of Foremen who oversee electrical work.

16. Critical to a Power Design worksite are workers supplied by companies like JVA and DDK, who are listed on their respective company's payroll as "independent contractors." The

number of workers supplied varies depending on the stage of construction and Power Design's requests. For example, JVA supplied as many as 90 workers for one worksite, whereas DDK generally supplied between 20-30 workers to its worksites. Ultimately, these workers provide the necessary labor to complete the vast majority of the electrical work Power Design is contracted to do. And as explained in more detail, *infra* ¶¶ 39-58, Power Design exercises extensive control and direction over these workers.

17. As used in this Complaint, the term "labor brokers" refers to companies like JVA and DDK whose sole business is to supply workers to construction sites to perform electrical work.

18. JVA was a labor broker who was subcontracted by Power Design to supply workers to numerous worksites in the District, including the Line Hotel, Columbia Place, Half Street, Patterson House, and Art Place. It was owned and operated by a single owner-employee, Alberto Garcia. It employed at least 500 workers, all of whom it classified as independent contractors, from 2014-2017 to perform electrical work on Power Design worksites. JVA depended almost entirely on Power Design for business, and in the past three years of its existence, over 90% of its workers in the District worked on Power Design worksites. In 2017, JVA recorded over \$6 million in revenue, the vast majority of which came from Power Design work.

19. In approximately January 2018, Mr. Garcia wound down JVA's business. However, Mr. Garcia remains involved in the labor broker business, and exercises managerial responsibilities for a labor broker called E&E Electric LLC, a company incorporated in Maryland.

20. DDK was also a labor broker who was subcontracted by Power Design to supply workers to numerous worksites in the District, including Potomac Avenue and First Street. It was owned and operated by a single owner-employee, Hermenegildo Reyes. It employed at least 25 workers, all of whom it classified as independent contractors, from 2014-2017 to perform electrical

work on Power Design worksites. DDK depended almost entirely on Power Design for business, and virtually all of its workers in the District worked on Power Design worksites. In 2017, DDK recorded approximately \$1 million in revenue, the vast majority of which came from Power Design work.

21. In approximately March 2018, Mr. Reyes wound down DDK's business. However, Mr. Reyes remains involved in the labor broker business, and exercises managerial responsibilities at a labor broker called CNR, a company incorporated in Maryland.

22. JVA and DDK are not the only labor brokers that Power Design subcontracted with to perform electrical work. Power Design subcontracted with at least five additional labor brokers to supply workers to perform electrical work on Power Design worksites in the District. While these labor brokers varied with respect to the total number of workers they supplied, they were structurally and functionally similar to JVA and DDK—owned and operated by a single owner-employee and dependent on Power Design for business.

#### **Power Design's Workflow With Labor Brokers**

23. Before work began on a Power Design worksite, Power Design and the labor broker entered into a subcontractor agreement for that worksite. As part of that agreement, the labor broker agreed to supply workers to perform electrical work at the worksite pursuant to Power Design's request. In exchange, the labor broker received a monetary sum (the "contract volume"). Of this contract volume, approximately 3-5% was retained by the labor broker as profit. The remainder of the contract volume was distributed to the labor broker's workers in wages. This contract volume was generally distributed incrementally by Power Design to the labor broker on a biweekly basis.

24. Power Design's subcontractor agreements with its labor brokers were often reduced to writing as "Installation Team Agreements," and keyed to a specific worksite. Power Design entered into at least four Installation Team Agreements with JVA to supply workers to the Columbia Place, Half Street, Patterson House, and Art Place worksites. Power Design entered into at least two Installation Team Agreements with DDK to supply workers to the Potomac Avenue and First Street worksites. Each Installation Team Agreement includes terms and conditions, a total contract volume, a Power Design "Required Tool List," a Power Design "Project Jobsite Policies," and a "Scope of Work" that summarizes the schedule of work to be done on the worksite.

25. On occasion, a subcontractor agreement between Power Design and a labor broker was verbally agreed upon and never reduced to writing.

26. Whether by written or oral agreement, work on a Power Design worksite would typically commence by staffing the worksite with workers supplied by labor brokers. Power Design dictated the number of labor broker workers that were staffed on a worksite. This was done in several ways. Sometimes, a Power Design Superintendent would communicate the requested number of workers to Messrs. Garcia and Reyes, who would in turn then instruct their workers to report to specific Power Design worksites. On other occasions, a Power Design Superintendent or Foreman would directly tell a labor broker worker which worksite he was to report to the following day—a practice that commonly occurred when Power Design was moving a labor broker worker from one worksite to another.

27. The number of labor broker workers on a Power Design worksite varied depending on the stage of construction and Power Design's needs. For worksites involving JVA, JVA would supply an average of 30-40 workers, and as many as 90 depending on Power Design's request. For



worksites involving DDK, DDK would often supply approximate 20-30 workers based on Power Design's request.

28. Once work commenced, Power Design made payments to the labor broker on a biweekly basis for work completed for each worksite. Shortly after each of these payments, the labor broker would then redistribute these payments to its workers in wages, retaining approximately 3-5% in profit. For both JVA and DDK, Power Design made its biweekly payments on Friday; after receiving these payments, JVA and DDK would then use it to pay wages to their workers later that same day.

**Payroll Failures: Recordkeeping, Overtime, and Minimum Wage**

29. The labor brokers used different methods to determine the wages owed to their workers. These methods reflected the degree of involvement of the labor brokers' respective owner-employee on the Power Design worksite. For example, JVA had hundreds of workers on its payroll spread across multiple Power Design worksites. Accordingly, Mr. Garcia often visited each worksite only once a week in order to distribute paychecks to workers and did not personally do any electrical work. By contrast, DDK maintained only 20-30 workers on its payroll, and would only work on a few Power Design worksites at one time. Accordingly, Mr. Reyes was at the same Power Design worksite several days a week, and often personally performed electrical work alongside DDK workers.

30. JVA relied extensively on Power Design's recordkeeping to calculate its workers' wages. For example, for at least the Line Hotel, Half Street, and Art Place worksites, Power Design kept and maintained detailed records of JVA workers' work hours that were then distributed to Mr. Garcia. For these worksites, Power Design maintained a hard-copy document titled "Installation Team Hourly Sign-In Sheet" (the "Sign-In Sheet"), which bore a Power Design logo,

and included the worksite name, the Power Design Superintendent, and the week start and end dates. The Sign-In Sheet also included open fields for each day of the week for workers to handwrite their names, sign-in time, and sign-out time. Power Design required all JVA workers working on the worksite to complete the Sign-In Sheet on a daily basis, recording their name, sign-in time, and sign-out time.

31. Each Sign-In Sheet would then be uploaded to a web portal by a Power Design employee. Power Design provided Mr. Garcia with the website address, an account login, and a password. Mr. Garcia would then download the Sign-In Sheets, which he used to calculate JVA workers' wages.

32. Mr. Garcia maintained an internal payroll spreadsheet that included all JVA workers' names, organized by worksite location and biweekly pay periods. This payroll spreadsheet included each workers' hourly wage, and had open fields for the workers' hours worked and gross wages. Mr. Garcia would copy from the Power Design Sign-In Sheets each workers' hours for the pay period, which in turn generated their gross wages for that pay period.

33. JVA's payroll records indicate a systemic failure to pay overtime. JVA's payroll records for 2017 indicate at least 1,000 workweeks (affecting at least 180 workers) where a worker worked in excess of 40 hours in that workweek and was not paid 1.5 times their regular wage.

34. JVA's payroll records also indicate a systemic failure to pay minimum wage. For example, JVA's payroll records for 2016 indicate that from January 2016 through June 2016, at least 24 workers working on Power Design worksites in the District were paid \$10.00 per hour—which was below the District's minimum wage of \$10.50 per hour at the time. And from July 2016 to December 2016, when the District's minimum wage rose to \$11.50 per hour, sub-minimum

wages between \$10.50 to \$11.00 were paid to at least 39 workers working on Power Design worksites in the District.

35. JVA did not keep any records of any evidence supporting its classification of its workers as independent contractors.

36. DDK calculated wages more informally, paying workers by work completed (a payment method often referred to as “piecework”), rather than by hour. DDK maintained a pricing list of different work tasks, and the associated wage DDK would pay for that task (i.e., \$400 for “1 Unit Rough,” “\$600 for “Generator Hook Up”). To determine the wages each worker was owed for a given pay period, Mr. Reyes would personally discuss with each worker the task that they were working on and the percent that task had been completed, ultimately reaching a verbal agreement regarding the wages owed. Mr. Reyes would then issue a handwritten check from DDK’s bank account to each of DDK’s workers for the agreed upon wages owed.

37. DDK did not keep records of its workers’ hours worked in a given workweek, and it did not keep any records of evidence that supported its classification of its workers as independent contractors.

38. Both JVA and DDK classified all their workers as independent contractors. For tax purposes, all JVA and DDK workers received a 1099-MISC.

#### **Power Design’s Worker Misclassification Scheme**

39. On the Power Design worksite, Power Design employees and labor broker workers worked closely together. In general, Power Design employees handled the planning and supervision of the electrical work to be done. By comparison, labor broker workers provided the

manual labor necessary to complete the electrical work—for example, installing electrical wiring, connecting wiring to electrical boxes, and installing switches and fixtures.

40. At all relevant times, Power Design exercised significant—if not total—control and direction over labor broker workers. While these workers were nominally classified as “independent contractors” of a labor broker, the freedom of control that true independent contractors possess was entirely absent from the working relationship between Power Design and these workers.

41. Power Design exercised control over labor broker workers in virtually every aspect of their workday. As described in more detail below, Power Design: (a) dictated the number of workers the labor broker supplied to the worksite; (b) unilaterally set the work schedule that workers were required to adhere to; (c) required workers to wear Power Design uniforms and provided the vast majority of tools and materials; (d) set policies that workers were expected to follow; (e) closely supervised the workers’ work product before, during, and after a task’s completion on a daily basis; (f) had the power to direct a labor broker to hire a specific worker; and (g) even had the power to directly terminate a worker from a worksite without consulting the labor broker at all.

**(a) Worksite Staffing**

42. Power Design dictated the number of workers that JVA supplied to the worksite. For each worksite, a Power Design representative would contact Mr. Garcia by phone or email informing him of how many workers were needed on that site, and Mr. Garcia would then staff the job accordingly with the number of requested workers. In the event there was a change of plans or schedule on that worksite, a Power Design representative would contact Mr. Garcia and adjust

the number of requested workers accordingly. Power Design also often requested specific JVA workers with whom they were familiar working with, and Mr. Garcia complied with these requests.

43. Power Design would similarly request a specific number of workers from DDK prior to the commencement of work on a worksite, and Mr. Reyes would staff the worksite accordingly. In addition, at other times, a Power Design Superintendent or Foreman would directly tell a DDK worker to report to a specific worksite without involving Mr. Reyes at all—this often occurred when a DDK worker was being transferred from one worksite to another. Finally, Power Design also had the authority to request specific DDK workers with whom they were familiar working with, which was both done through Mr. Reyes and at other times directly communicated to the worker.

**(b) Setting the Work Schedule**

44. Power Design set the work schedule for JVA workers, which was typically eight hours per day; Power Design also determined break times for JVA workers. JVA workers were required to abide by Power Design's work schedule and JVA had no control over that schedule.

45. Power Design also set the work schedule for DDK workers, which was typically eight hours per day; Power Design also determined break times for DDK workers. Again, DDK workers were required to abide by Power Design's work schedule and DDK had no control over that schedule.

**(c) Uniforms, Tools, and Materials**

46. Once on the worksite, Power Design provided JVA workers with jackets and helmets bearing the Power Design logo, which they were required to wear while performing electrical work on the Power Design worksite. In addition, while JVA workers would bring

personal tools with them to the worksite, Power Design provided the majority of the heavy-duty tools necessary for electrical work, such as hydraulic hammers and tall ladders.

47. DDK workers were similarly required to wear vests and helmets bearing the Power Design logo, and were not permitted to wear any apparel that communicated an affiliation with DDK. DDK workers also were instructed by Power Design employees that in the event they were asked by another party at the construction worksite (such as the GC) regarding their employer, they should answer that they worked for Power Design. Power Design also provided DDK workers with the majority of heavy-duty tools necessary for electrical work, such as power saws, forklifts, and tall ladders. DDK workers were only responsible for bringing personal tools to the worksite, like tape measures, pliers, and hand drills. Finally, Power Design provided DDK workers with all the electrical materials necessary to complete the electrical work throughout the structure, such as cables, wires, and switches—none of these materials were supplied by DDK.

**(d) Power Design Policies**

48. A document entitled “Project Jobsite Policies” was included as part of the Installation Team Agreements entered into between Power Design and both JVA and DDK. The Project Jobsite Policies bore the Power Design logo, and established standards of conduct for JVA and DDK to abide by on a Power Design worksite. These standards included: a requirement that JVA and DDK workers notify the Power Design Superintendent prior to an absence if a workday would be missed; a requirement that three days of absence without notification would be considered a voluntary resignation; a warning that Power Design reserved the judgment to determine whether a worker was exhibiting “chronic absenteeism,” and such a judgment could result in termination; and a notification that designated break times would be determined by a Power Design Superintendent.

49. If a labor broker worker failed to adhere to these policies, a Power Design employee could prohibit them from working on a worksite.

**(e) Supervision**

50. Power Design exercised close, continuous, and controlled supervision of JVA workers throughout the work day. Far from simply evaluating the workers' finished work product, Power Design oversaw and guided the work of the JVA workers on a daily basis. First, Power Design assigned JVA workers with specific tasks to complete. Power Design would then provide instructions to JVA workers on how to complete the tasks at all stages of construction—before the work began, during the course of the work, and just prior to the work's completion. Power Design also regularly checked the status and progress of JVA workers' work.

51. Power Design also held weekly meetings, which JVA workers were required to attend. At these meetings, Power Design discussed safety issues, such as recent incidents pertaining to safety that had occurred on the worksite.

52. Power Design exercised the same close, continuous, and controlled supervision over DDK workers throughout the work day. Power Design similarly assigned DDK workers with specific tasks, and provided daily instructions on how the work was to be done by the JVA workers throughout the workday. The instructions were usually communicated by Power Design Foremen directly to JVA workers, and would include comments on the work's progress and how improvements and corrections could be made. If there was ever a disagreement between a Power Design Foreman and a DDK worker over how something was to be done, the Power Design Foreman had the final say. Power Design also had the authority to dictate to DDK what task to perform at any given time, and switch from one task to another if there was a change in schedule.

53. Power Design also required DDK workers to attend regularly scheduled weekly meetings. These meetings were led by the Power Design Superintendent and Foremen. At these meetings, Power Design discussed safety issues, the status of construction on the worksite, and work priorities that needed to be completed that week.

**(f) Hiring**

54. Power Design effectively had the power to make hiring decisions for JVA. For example, a Power Design employee who had a prior working relationship with a worker would provide that worker with Mr. Garcia's contact information, and then recommend that Mr. Garcia both hire the worker and staff him on a specific Power Design worksite. When the worker contacted Mr. Garcia, Mr. Garcia would then hire him as a JVA worker. In 2017, Power Design referred at least three workers in this manner to JVA.

55. In addition, at least three workers on JVA's payroll operated in the capacity of a Power Design Foreman, holding significantly more responsibility and authority than a typical JVA worker. Unlike JVA's other workers, Mr. Garcia had no role in determining these workers' wages. Rather, Mr. Garcia and Power Design had an understanding that Power Design would pay JVA that worker's exact wages, which Mr. Garcia would then directly redistribute to that worker. These workers' wages were in excess of \$20/hour, which exceeded the average JVA workers' wage.

56. Power Design effectively had the authority to make hiring decisions for DDK through a similar referral process. This would often play out with a worker looking for work visiting a Power Design worksite and inquiring about job openings. A Power Design employee would interview the worker, and if they were found satisfactory, then refer that worker to meet with Mr. Reyes, who was often personally present on the worksite. In 2017, this scenario happened at least three times, and Mr. Reyes hired two of the three referred workers. The only reason



Mr. Reyes did not hire the third worker is because his experience commanded a higher wage that DDK was unable to pay—and in any event, that worker was ultimately hired by another labor broker to work on the Power Design worksite.

**(g) Termination**

57. Power Design also had the authority to terminate JVA workers. Power Design had the power to do this directly—a Power Design Superintendent or Foreman could simply tell a JVA worker not to return to the worksite for any number of reasons, including poor performance or failing to adhere to Power Design’s Project Jobsite Policies. At other times, Power Design handled termination indirectly, providing Mr. Garcia instructions to terminate specific workers, which he followed.

58. Power Design had the same authority to terminate DDK workers. Again, this was often communicated directly by a Power Design Superintendent or Foreman to the terminated worker at the worksite. Most often, termination would be due to Power Design’s dissatisfaction of the DDK worker’s work product. Notably, Mr. Reyes objected to at least two decisions by Power Design to terminate his workers between 2014-2017, but was ultimately overruled by Power Design.

**Power Design’s Management Cultivated the Worker Misclassification Scheme**

59. Power Design’s management cultivated this working relationship where a handful of Power Design managers directed and controlled hundreds of workers supplied by labor brokers that never appeared on Power Design’s books.

60. Power Design affirmatively and intentionally recruited individuals to become labor brokers and directed them to establish payroll practices that would perpetuate the worker misclassification scheme.

61. Mr. Reyes originally became acquainted with Power Design while working for another labor broker named RDC Electric, which supplied him as a laborer to do electrical work on a Power Design worksite. RDC classified its workers as independent contractors.

62. At a Power Design worksite in Maryland, Mr. Reyes developed a working relationship with the Power Design Superintendent at the worksite, who was named Alan Hyder.

63. RDC often failed to compensate its workers properly for the number of hours they worked. As a result, in September 2013, Mr. Reyes confided in Mr. Hyder that he was thinking of quitting due to his frustrations with RDC's management.

64. In response, Mr. Hyder encouraged Mr. Reyes not to leave. Mr. Hyder proposed that if Mr. Reyes started his own company, he could receive business from Power Design. In addition, Mr. Hyder offered financial assistance to help incorporate the company.

65. Mr. Reyes agreed to start his own company. That same month, at the Power Design worksite in Maryland, Mr. Hyder hand-delivered to Mr. Reyes a \$5,000 pre-paid Visa debit card. Mr. Reyes used these finances to cover business expenses, such as obtaining insurance. Mr. Hyder's assistance was gratis. Mr. Reyes was never asked to repay it, nor did he.

66. The turnaround to doing business with Power Design was swift. Mr. Reyes sent Power Design documentation of DDK's incorporation on a Friday, and by Monday was supplying workers to Power Design worksites, all classified as independent contractors.

67. Mr. Hyder also emailed Mr. Reyes an employment contract, and instructed him to use it for workers hired by DDK. The employment contract was titled "Independent Contractor Agreement" and provided that the worker hired by DDK would be classified as an independent contractor. The employment contract also listed "DDK Electric Inc." as a party to the contract, with a blank placeholder for the worker to handwrite his name as the other party. Mr. Reyes did

not make a single revision to this employment contract, and proceeded to use it for each worker that DDK hired.

68. JVA has a similar founding story. In early 2013, Mr. Garcia was working for a labor broker named ESR Electric in the Houston, Texas area that worked on Power Design worksites. ESR also classified its workers as independent contractors.

69. While working at ESR, Mr. Garcia often corresponded with a Power Design Construction Manager named Eric Toro. Mr. Toro's job responsibilities consisted of overseeing various Power Design worksites in the District of Columbia, Maryland, and Virginia, and ensuring that construction was proceeding according to plan.

70. In the summer of 2013, Mr. Garcia and Mr. Toro had an in-person conversation in Hyattsville, Maryland regarding the possibility of Mr. Garcia becoming a labor broker. During that conversation, Mr. Garcia told Mr. Toro that he was unsure about starting his own company because he lacked management experience.

71. Mr. Toro, however, promised Mr. Garcia that Power Design would give him business if he started his own company, and communicated that he would prefer to work with Mr. Garcia rather than other existing labor brokers.

72. Mr. Toro also assured Mr. Garcia that starting a company was not too difficult, and he should simply run it the same way that his old boss at ESR ran the company. From this communication, Mr. Garcia inferred that he should continue to keep costs low through maintaining ESR's practice of classifying workers as independent contractors.

73. Later in 2013, Mr. Garcia founded JVA. Shortly thereafter, he began supplying workers to Power Design worksites, classifying them as independent contractors.

74. JVA, which went on to become one of Power Design's largest labor brokers, interacted on occasion with Power Design senior officers. These interactions reveal that the cultivation of the worker misclassification scheme extended to the very top of Power Design's senior management.

75. Intermittently, Power Design would summon its labor brokers to attend meetings at the company's headquarters in St. Petersburg, Florida to discuss business.

76. These meetings were usually organized by Mr. Toro, whose role overseeing Power Design's regional construction sites familiarized him with Power Design's main labor brokers. On at least one occasion, Mr. Toro scheduled such a meeting by sending a group text message to seven major labor brokers that Power Design relied on in the region, which included DDK and JVA.

77. Due to JVA's size, Mr. Garcia was a more frequent visitor to Power Design's Florida headquarters. In April 2016, Mr. Toro arranged through a phone call for Mr. Garcia to come to Power Design's headquarters for a meeting with Power Design's senior management. Present at this meeting from Power Design were Mitch Permuy (CEO and Chairman), Frank Musolino (Chief Operating Officer), Mike Place (Senior Regional Vice President), Zac Elkins (Regional Vice President), David Redden (General Counsel), and Mr. Toro.

78. The purpose of the meeting was to discuss JVA's lack of electrical licensure and the classification of its workers as independent contractors or employees.

79. Prior to the meeting, Mr. Garcia had discussed the licensure issue with an accountant. The accountant had recommended that if JVA obtained the electrical license requested by Power Design, JVA should classify its workers as employees rather than independent contractors.

80. At the meeting, Power Design representatives told Mr. Garcia that JVA was required to obtain an electrician's license in order to continue doing business.

81. Mr. Garcia responded by relaying his accountant's recommendation that if licensure was obtained, JVA should begin classifying its workers as employees rather than independent contractors. Mr. Garcia estimated that this would increase JVA's costs by about 50%.

82. Mr. Permuy, the Power Design Chairman and CEO, then responded that he felt Mr. Garcia was taking advantage of the licensure requirement as a way to obtain more money for his workers. Mr. Permuy then said that if JVA proceeded to classify its workers as employees rather than independent contractors, Power Design would need to begin looking for other business partners.

83. Mr. Garcia understood Mr. Permuy's statement to be a threat—that if JVA began classifying its workers as employees, it would lose Power Design business.

84. After the meeting, JVA continued to classify its workers as independent contractors. At no point in its time of operation did JVA classify its workers as employees.

### **CLAIMS FOR RELIEF**

#### **Count One: Worker Misclassification (against Defendant Power Design)**

85. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

86. At all relevant times, Power Design was an "employer" as defined in the Workplace Fraud Act, D.C. Code § 32-1331.01(3).

87. At all relevant times, all workers supplied by labor brokers, including JVA and DDK, to Power Design worksites in the District of Columbia were "employees" of Power Design as defined in the Workplace Fraud Act, D.C. Code § 32-1331.01(2). Also at all relevant times,

such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

88. From 2014-2017, an employer-employee relationship existed between Power Design and at least 500 workers supplied by JVA and 35 workers supplied by DDK to Power Design worksites in the District of Columbia.

89. Power Design failed to classify these workers as employees, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.04.

90. Under the Workplace Fraud Act, employers are subject to a civil penalty of between \$1,000-\$5,000 for each misclassified employee. D.C. Code § 32-1331.07(a).

91. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Workplace Fraud Act. D.C. Code § 32-1306(a)(2)(A).

92. The District brings this claim for relief against Power Design to recover penalties for worker misclassification violations of the Workplace Fraud Act, in an amount to be proven at trial.

**Count Two: Worker Misclassification (against all Defendants)**

93. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

94. At all relevant times, JVA and DDK were “employers” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(3).

95. At all relevant times, all workers supplied by JVA to Power Design worksites in the District of Columbia were “employees” of JVA as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(2). Also at all relevant times, such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

96. From 2014-2017, an employer-employee relationship existed between JVA and at least 500 workers supplied to Power Design worksites in the District of Columbia.

97. JVA failed to classify these workers as employees, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.04.

98. At all relevant times, all workers supplied by DDK to Power Design worksites in the District of Columbia were “employees” of DDK as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(2). Also at all relevant times, such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

99. From 2014-2017, an employer-employee relationship existed between DDK and at least 35 workers supplied to Power Design worksites in the District of Columbia.

100. DDK failed to classify these workers as employees, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.04.

101. Power Design is jointly and severally liable for JVA’s and DDK’s violations of the Workplace Fraud Act, as provided in D.C. Code § 32-1303(5).

102. Under the Workplace Fraud Act, employers are subject to a civil penalty of between \$1,000-\$5,000 for each misclassified employee. D.C. Code § 32-1331.07(a).

103. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Workplace Fraud Act. D.C. Code § 32-1306(a)(2)(A).

104. The District brings this claim for relief against all Defendants to recover penalties for worker misclassification violations of the Workplace Fraud Act, in an amount to be proven at trial.

**Count Three: Failure to Keep Payroll Records (against Defendant Power Design)**

105. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

106. At all relevant times, Power Design was an “employer” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(3).

107. At all relevant times, all workers supplied by JVA and DDK to Power Design worksites in the District of Columbia were “employees” of Power Design as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(2). Also at all relevant times, such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

108. Power Design failed to keep payroll records of these workers with respect to their classification as employees or independent contractors, and evidence thereof, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.12.

109. Employers who violate the Workplace Fraud Act are subject to a civil penalty of \$1,000-\$5,000 for each violation. D.C. Code § 32-1331.07(a).

110. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Workplace Fraud Act. D.C. Code § 32-1306(a)(2)(A).

111. The District brings this claim for relief against Power Design to recover penalties for recordkeeping violations of the Workplace Fraud Act, in an amount to be proven at trial.

**Count Four: Failure to Keep Payroll Records (against all Defendants)**

112. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

113. At all relevant times, JVA and DDK were “employers” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(3).



114. At all relevant times, all workers supplied by JVA to Power Design worksites in the District of Columbia were “employees” of JVA as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(2). Also at all relevant times, such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

115. JVA failed to keep payroll records of these workers with respect to their classification as employees or independent contractors, including evidence thereof, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.12.

116. At all relevant times, all workers supplied by DDK to Power Design worksites in the District of Columbia were “employees” of DDK as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(2). Also at all relevant times, such workers were not “exempt persons” as defined in the Workplace Fraud Act. D.C. Code § 32-1331.01(4).

117. DDK failed to keep payroll records of these workers with respect to their rate of pay, hours worked per pay period, and evidence of their classification as independent contractors, in violation of the Workplace Fraud Act. D.C. Code § 32-1331.12.

118. Power Design is jointly and severally liable for JVA’s and DDK’s violations of the Workplace Fraud Act, as provided in D.C. Code § 32-1303(5).

119. Employers who violate the Workplace Fraud Act are subject to a civil penalty of \$1,000-\$5,000 for each violation. D.C. Code § 32-1331.07(a).

120. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Workplace Fraud Act. D.C. Code § 32-1306(a)(2)(A).

121. The District brings this claim for relief against all Defendants to recover penalties for recordkeeping violations of the Workplace Fraud Act, in an amount to be proven at trial.

**Count Five: Failure to Pay Minimum Wage (against Power Design)**

122. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

123. At all relevant times, Power Design was an “employer,” as defined in the Minimum Wage Revision Act. D.C. Code § 32-1002.

124. At all relevant times, all workers supplied by JVA and DDK to Power Design worksites in the District of Columbia were “employees” of Power Design as defined by the Minimum Wage Revision Act. D.C. Code § 32-1002.

125. At all relevant times, the Minimum Wage Revision Act required employers to pay employees working in the District of Columbia a specified minimum wage, which increased on an annual basis. D.C. Code § 32-1003(a)(5)(A).

126. Power Design routinely and systemically failed to pay the lawful minimum wage to at least 63 employees between 2014-2017.

127. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Minimum Wage Revision Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

128. The District brings this claim for relief against Power Design to recover damages, liquidated damages, and penalties for minimum wage violations of the Minimum Wage Revision Act, in an amount to be proven at trial.

**Count Six: Failure to Pay Minimum Wage (against Defendants JVA and Power Design)**

129. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

130. At all relevant times, JVA was an “employer,” as defined in the Minimum Wage Revision Act. D.C. Code § 32-1002.

131. At all relevant times, all workers supplied by JVA to Power Design worksites in the District of Columbia were “employees” of JVA as defined by the Minimum Wage Revision Act. D.C. Code § 32-1002.

132. At all relevant times, the Minimum Wage Revision Act required employers to pay employees working in the District of Columbia a specified minimum wage, which increased on an annual basis. D.C. Code § 32-1003(a)(5)(A).

133. JVA routinely and systemically failed to pay the lawful minimum wage to at least 63 employees between 2014-2017.

134. Power Design is jointly and severally liable for JVA’s violations of the Minimum Wage Revision Act, as provided in D.C. Code § 32-1012(c).

135. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Minimum Wage Revision Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

136. The District brings this claim for relief against JVA and Power Design to recover damages, liquidated damages, and penalties for violations of the Minimum Wage Revision Act in an amount to be proven at trial.

**Count Seven: Failure to Pay Overtime (against Defendant Power Design)**

137. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

138. At all relevant times, Power Design was an “employer,” as defined in the Minimum Wage Revision Act. D.C. Code § 32-1002.

139. At all relevant times, all workers supplied by JVA and DDK to Power Design worksites in the District of Columbia were “employees” of Power Design as defined by the Minimum Wage Revision Act. D.C. Code § 32-1002.

140. At all relevant times, the Minimum Wage Revision Act required employers to pay employees working in the District of Columbia overtime wages of at least 1.5 times their regular wages for hours worked in excess of a 40-hour workweek. D.C. Code § 32-1003(c).

141. Power Design routinely and systemically failed to pay overtime wages to at least 180 employees between 2014-2017.

142. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Minimum Wage Revision Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

143. The District brings this claim for relief against Power Design to recover damages, liquidated damages, and penalties for overtime violations of the Minimum Wage Revision Act, in an amount to be proven at trial.

**Count Eight: Failure to Pay Overtime (against Defendants JVA and Power Design)**

144. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

145. At all relevant times, JVA was an “employer,” as defined in the Minimum Wage Revision Act. D.C. Code § 32-1002.

146. At all relevant times, all workers supplied by JVA to Power Design worksites in the District of Columbia were “employees” of JVA as defined by the Minimum Wage Revision Act. D.C. Code § 32-1002.

147. At all relevant times, the Minimum Wage Revision Act required employers to pay employees working in the District of Columbia overtime wages of at least 1.5 times their regular wages for hours worked in excess of a 40-hour workweek. D.C. Code § 32-1003(c).

148. JVA routinely and systemically failed to pay the overtime wages to at least 180 employees between 2014-2017.

149. Power Design is jointly and severally liable for JVA’s violations of the Minimum Wage Revision Act, as provided in D.C. Code § 32-1012(c).

150. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Minimum Wage Revision Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

151. The District brings this claim for relief against JVA and Power Design to recover damages, liquidated damages, and penalties for overtime violations of the Minimum Wage Revision Act, in an amount to be proven at trial.

**Count Nine: Failure to Provide Sick Leave (against Defendant Power Design)**

152. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

153. At all relevant times, Power Design was an “employer,” as defined by the Sick and Safe Leave Act. D.C. Code § 32-531.01(3)(A).

154. At all relevant times, all workers supplied by JVA and DDK to Power Design worksites in the District of Columbia were “employees” of Power Design, as defined by the Sick and Safe Leave Act. D.C. Code § 32-531.01(2).

155. The Sick and Safe Leave Act requires all employers to provide their employees with certain amounts of paid leave per hours worked, depending on the employer’s total employees. D.C. Code § 32-531.02(a).

156. Power Design failed to provide paid leave to any workers supplied by JVA and DDK to Power Design worksites in the District of Columbia.

157. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Sick and Safe Leave Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

158. The District brings this claim for relief against Power Design to recover damages, liquidated damages, and penalties for violations of the Sick and Safe Leave Act, in an amount to be proven at trial.

**Count Ten: Failure to Provide Sick Leave (against all Defendants)**

159. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

160. At all relevant times, JVA and DDK were “employers,” as defined by the Sick and Safe Leave Act. D.C. Code § 32-531.01(3)(A).

161. At all relevant times, all workers supplied by JVA to Power Design worksites in the District of Columbia were “employees” of JVA, as defined by the Sick and Safe Leave Act. D.C. Code § 32-531.01(2).

162. At all relevant times, all workers supplied by DDK to Power Design worksites in the District of Columbia were “employees” of DDK, as defined by the Sick and Safe Leave Act. D.C. Code § 32-531.01(2).

163. The Sick and Safe Leave Act requires all employers to provide their employees with certain amounts of paid leave per hours worked, depending on the employer’s total employees. D.C. Code § 32-531.02(a).

164. JVA failed to provide any paid leave to its employees.

165. DDK failed to provide any paid leave to its employees.

166. Power Design is jointly and severally liable for JVA’s and DDK’s violations of the Sick and Safe Leave Act, as provided in D.C. Code § 32-1303(5).

167. The Attorney General is authorized to bring a civil action in the Superior Court against employers who violate the Sick and Safe Leave Act for “restitution or for injunctive, compensatory, or other authorized relief for any individual or for the public at large.” D.C. Code § 32-1306(a)(2)(A).

168. The District brings this claim for relief against Power Design to recover damages, liquidated damages, and penalties for violations of the Sick and Safe Leave Act.

**Count Eleven: Failure to Comply with the Unemployment Compensation Act  
(against Defendant Power Design)**

169. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

170. At all relevant times, Power Design was an “employer,” as defined in the Unemployment Compensation Act. D.C. Code § 51-101(1).

171. At all relevant times, the Unemployment Compensation Act required employers to pay a tax of at least 2.7% of up to \$9,000 in wages paid by the employer to any person arising out of employment in a calendar year. D.C. Code § 51-103(b), (e)(2).

172. Power Design did not pay any taxes as required by the Unemployment Compensation Act from 2014 through 2017.

173. The District brings this claim for relief against Power Design to recover damages and penalties for failure to comply with the Unemployment Compensation Act, in an amount to be proven at trial.

**Count Twelve: Failure to Comply with the Unemployment Compensation Act  
(against Defendants JVA and DDK)**

174. The District re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

175. At all relevant times, JVA and DDK were “employers,” as defined in the Unemployment Compensation Act. D.C. Code § 51-101(1).

176. At all relevant times, the Unemployment Compensation Act required employers to pay a tax of at least 2.7% of up to \$9,000 in wages paid by the employer to any person arising out of employment in a calendar year. D.C. Code § 51-103(b), (e)(2).

177. JVA and DDK did not pay any taxes as required by the Unemployment Compensation Act from 2014 through 2017.

178. The District brings this claim for relief against JVA and DDK to recover damages and penalties for failure to comply with the Unemployment Compensation Act, in an amount to be proven at trial.

**REQUESTED RELIEF**

**WHEREFORE**, the District of Columbia respectfully requests:



179. A declaratory judgment that Defendant Power Design's failure to classify workers supplied by Defendants JVA and DDK to Power Design worksites in the District is a violation of the Workplace Fraud Act;

180. An injunction enjoining Defendants Power Design, JVA, and DDK from continuing to do business employing the worker misclassification scheme described herein;

181. An award of back wages against Defendants Power Design, JVA, and DDK due to their failure to pay minimum wages in violation of the Minimum Wage Revision Act, in an amount to be proven at trial;

182. An award of back wages against Defendants Power Design, JVA, and DDK due to their failure to pay overtime in violation of the Minimum Wage Revision Act, in an amount to be proven at trial;

183. An award of liquidated damages against Defendants Power Design, JVA, and DDK due to their violations of the Minimum Wage Revision Act, in an amount to be proven at trial;

184. An award of damages and penalties against Defendants Power Design, JVA, and DDK due to their violations of the Unemployment Compensation Act, in an amount to be proven at trial;

185. Statutory penalties against Defendants Power Design, JVA, and DDK for each violation of the Workplace Fraud Act, Minimum Wage Revision Act, and Sick and Safe Leave Act, in an amount to be proven at trial;

186. An award of costs and reasonable attorneys' fees, as authorized by D.C. Code § 32-1306(a)(2)(A)(i); and

187. Such other and further relief as this Court deems just and proper.

**JURY DEMAND**


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

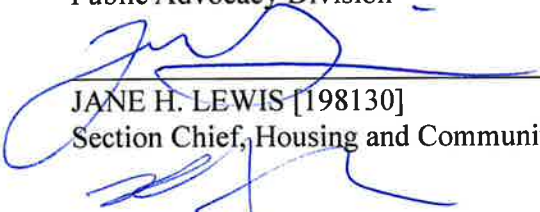
Dated: August 6, 2018

Respectfully submitted,

KARLA A. RACINE  
Attorney General for the District of Columbia

ROBYN R. BENDER  
Deputy Attorney General  
Public Advocacy Division

  
\_\_\_\_\_  
JIMMY R. ROCK [493521]  
Assistant Deputy Attorney General  
Public Advocacy Division

  
\_\_\_\_\_  
JANE H. LEWIS [198130]  
Section Chief, Housing and Community Justice

  
\_\_\_\_\_  
RANDOLPH T. CHEN [1032644]  
Assistant Attorney General

  
\_\_\_\_\_  
ALACOQUE HINGA NEVITT [888283797]  
Assistant Attorney General

  
\_\_\_\_\_  
MATTHEW MEYER [1045084]  
Assistant Attorney General

441 4th Street, N.W.  
Suite 630-S  
Washington, D.C. 20001  
(202) 442-9854 (Phone)  
(202) 730-0623 (Fax)  
randolph.chen@dc.gov

*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: \_\_\_\_\_

vs Date: August 6, 2018

Power Design, Inc., et al.

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

Name: <i>(Please Print)</i> Randolph T. Chen, 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.: _____ Six digit Unified Bar No.: _____ 202-442-9854 1032644	<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>		
<b>A. CONTRACTS</b>  <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	<b>COLLECTION CASES</b>  <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>B. PROPERTY TORTS</b>  <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)		
<b>C. PERSONAL TORTS</b>  <input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> 08 Fraud <input type="checkbox"/> 24 Lead Paint		

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)<br>(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,<br>Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 09 Special Writ/Warrants<br>(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 checked="" 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<br>[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic                      | <input type="checkbox"/> 19 Enter Administrative Order as<br>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)<br>(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<br>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

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|--|--|
| <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

August 6, 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 630S Plaintiff  
Washington, DC 20001 vs. Case Number \_\_\_\_\_

POWER DESIGN, INC. Defendant  
11600 Ninth Street North

St. Petersburg, FL 33716 **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.

Randolph T. Chen, 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 630 South  
Washington, DC. 20001  
(202) 442-9854  
Telephone

By \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_

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

**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 630S  
 Washington, DC 20001

Demandante

Número de Caso: \_\_\_\_\_

POWER DESIGN, INC.

11600 Ninth Street North  
 St. Petersburg, FL 33716

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 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.

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Randolph T. Chen, Assistant Attorney General  
 Nombre del abogado del Demandante

*SECRETARIO DEL TRIBUNAL*

Office of the Attorney General for DC  
 Dirección 441 4th Street, NW, Suite 630 South  
 Washington, DC. 20001  
 Teléfono (202) 442-9854

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  
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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, 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.

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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 630S

Washington, DC 20001

Plaintiff

vs.

Case Number \_\_\_\_\_

JVA SERVICES, LLC

1505 Redford Drive

Fort Washington, MD 20744

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 (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.

Randolph T. Chen, 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 630 South

Washington, DC. 20001

(202) 442-9854

Telephone

By \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_

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**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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DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 630S  
 Washington, DC 20001

Demandante

Número de Caso: \_\_\_\_\_

JVA SERVICES, LLC

1505 Redford Drive  
 Fort Washington, MD 20744

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 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.

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Randolph T. Chen, Assistant Attorney General  
 Nombre del abogado del Demandante

*SECRETARIO DEL TRIBUNAL*

Office of the Attorney General for DC  
 Dirección 441 4th Street, NW, Suite 630 South  
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 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 630S

Plaintiff

Washington, DC 20001 vs.

Case Number \_\_\_\_\_

DDK ELECTRIC, INC.

Apt. T-2, 788 Quince Orchard Blvd.

Defendant

Gaithersburg, MD 20878

**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.

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Randolph T. Chen, 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 630 South

Washington, DC. 20001

Telephone (202) 442-9854

By \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_

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DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 630S  
 Washington, DC 20001

Demandante

Número de Caso: \_\_\_\_\_

DDK ELECTRIC, INC.

Apt. T-2, 788 Quince Orchard Blvd.  
 Gaithersburg, MD 20878

Demandado

**CITATORIO**

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Randolph T. Chen, Assistant Attorney General  
 Nombre del abogado del Demandante

*SECRETARIO DEL TRIBUNAL*

Office of the Attorney General for DC  
 Dirección 441 4th Street, NW, Suite 630 South  
 Washington, DC. 20001  
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Por: \_\_\_\_\_  
 Subsecretario

Fecha \_\_\_\_\_

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