

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

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

Plaintiff,

v.

**PRECISION CONTRACTING
SOLUTIONS, LP,**
930 Wayne Avenue, Suite 504
Silver Spring, MD. 20910,

Serve: Edward Lyle
1805 45th Street N.W.
Washington, D.C. 20007

and

DERRICK SIEBER,
P.O. Box 55023
Washington, D.C. 20040-5023

and

STEPHEN SIEBER,
1805 45th Street N.W.
Washington, D.C. 20007

Defendants.

Civil Action No.:
Judge:
Calendar:

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, District of Columbia (“District”), by and through its Office of the Attorney General, hereby brings this action pursuant to D.C. Code § 6-1407 and § 28-3909 for injunctive relief, restitution, damages, civil penalties, costs, and attorneys’ fees against Defendants Precision Contracting Solutions, LP (“PCS”), Derrick Sieber (“D. Sieber”), and Stephen Sieber (“S. Sieber”), (collectively “Defendants”), for Defendants’ violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.*, and District’s Construction Codes, D.C. Code § 6-1401, *et seq.* In support of its claims, the District states as follows:

Jurisdiction

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

2. This Court has personal jurisdiction over the Defendants pursuant to D.C. Code § 13-432(a).

The Parties

3. Plaintiff, the District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government for the United States. The District brings this action through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA, as well as the District's Construction Codes.

4. Defendant Precision Contracting Solutions, LP is a District of Columbia limited partnership with a principal place of business at 300 New Jersey Avenue, Suite 900, Washington, D.C. 20001. PCS is a licensed home improvement contractor and, at all relevant times, has conducted business in the District. In 2007, PCS filed a certificate of limited partnership with the District's Department of Consumer and Regulatory Affairs ("DCRA"). It also identified itself as a limited partnership for its home improvement contractor application.

5. Defendant Derrick Sieber is the general partner, sole proprietor, and Chief Executive Officer, of Defendant PCS. Defendant D. Sieber is licensed as a home improvement salesman in the District and, at all times relevant to this Complaint, was the owner of PCS, had

managerial authority over PCS, was involved in the day-to-day operations of PCS, was responsible for developing and/or implementing and/or enacting all of PCS's major operating policies, and formulated, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

6. Defendant Stephen Sieber, also known as Stevie Marco, is a principal, employee, and agent of Defendant PCS. Defendant S. Sieber is also the architectural designer for PCS and the father of Derrick Sieber. Defendant S. Sieber is not licensed as a home improvement salesman in the District yet is actively engaged in doing business on behalf of PCS in the District. Defendant S. Sieber also regularly represents that he has the authority and ability to control PCS and bring legal actions on behalf of PCS. At all times relevant to this Complaint, Defendant S. Sieber formulated, directed, controlled, had the authority to control, participated in, or with knowledge approved of the unlawful acts and practices set forth in this Complaint.

Defendants' Unlawful Business Practices

7. Defendants offer and sell a wide variety of residential home improvement and general contracting services to consumers in the District of Columbia. Defendants advertise that they "service all of your construction needs for all types of projects including architectural designs, building plans and all of the required Engineering certifications required to obtain building permits." The services Defendants offer include, but are not limited to: additions, major renovations, repairs, and remodeling; kitchen and bathroom remodeling; basement remodeling; building garages; installation of steel beams; metal fabrication; concrete driveway and floor installation; retaining wall installation; installation of concrete patios, walkways and steps; vinyl siding; design and decoration services; water removal and recovery; fire and smoke damage recovery; and dry-rot, water, or pest damage repair.

8. Defendants market their services on HomeAdvisor¹ and Defendants' private website²—where they use screenshots of the Better Business Bureau³ and DCRA's Business License Verification system as marketing tools. Defendants also market their services on large signs placed on consumer properties that Defendants are actively renovating. When Defendants meet consumers, they typically offer to beat other contractors' pricing by offering all-in-one services that include design, architectural services and plans, as well as engineering services. On their website, Defendants represent that they provide architectural designs, building plans, and "all Engineering certifications required to obtain building permits." Defendants, however, do not have an architect or an engineer on staff. As a result, consumers often wait months and, in some cases, years for plans that either never materialize or are rejected by DCRA as insufficient.

9. Defendants also represent that they are known for their "sophisticated structural underpinnings and alterations," have "vast experience with historic homes and architecture," and that they can provide a one-stop-shop for planning, construction and design. These representations are not true. Defendants mislead consumers regarding the quality of their workmanship and fail to disclose material facts about the construction work that they will perform on consumers' homes.

10. For example, in 2015, Defendants contracted with a consumer to remodel a basement. Defendants informed the consumer that no underpinning was required for the project as Defendants had a novel method to structurally reinforce the basement. Defendants continued the basement renovation without underpinning until water began seeping into the consumer's basement. When the consumer contacted DCRA, DCRA's inspection resulted in the issuance of

¹ <https://www.homeadvisor.com/rated.PrecisionContracting.21380325.html>

² <http://www.pcsrenovations.com>

³ <https://www.bbb.org/us/dc/washington/profile/general-contractor/precision-contracting-solutions-lp-0241-205751794>

a stop work order. The inspection uncovered that Defendants had improperly cut the footers of the property around the perimeter of the basement and had attempted to use concrete on the walls to hide the infiltration of water. To remediate this dangerous condition, the basement had to be completely dug out, fully underpinned and re-poured, at significant cost to the consumer.

11. Defendants also mislead consumers about how quickly renovations will be completed. Defendants represent to consumers that renovation projects will be completed within a few weeks or months. Defendants' contracts also often contain language that requires that a project be completed by a specific date. In reality, Defendants fail to meet completion dates, taking months or even years longer than what was promised. In some cases, Defendants have totally abandoned projects, even when consumers have paid Defendants the full amounts required in their contracts. Defendants often leave consumers with poorly renovated, partially completed spaces, such as non-functioning kitchens or bathrooms for months on end, that do not have working appliances, fixtures, running water, and HVAC systems.

12. When renovating consumers' properties, Defendants are responsible for ensuring that all work that they offer to perform is conducted only under the authority of required permits issued by DCRA. *See* 16 DCMR § 812. To obtain required permits, Defendants must submit building plans to DCRA identifying the construction work that will be performed under the requested permits. Defendants represent to consumers that they will fulfill all legal requirements of ensuring that the renovation services provided are compliant with District law, including obtaining any required permits. Defendants, however, often fail to obtain required permits for renovations and alterations. When Defendants do obtain permits, they misstate or minimize the scope of work to avoid additional requirements needed to obtain specialty permits. As a result of Defendants' failure to obtain required permits, the construction that Defendants have performed

is, in many cases, illegal, has not been approved, and has not been properly inspected as required under D.C. Code §6-1401, *et seq.*, 12 DCMR Title 12 (jointly the “Construction Codes”), and other applicable regulations. Defendants do not disclose to consumers that they perform renovations without proper permitting, resulting in homes that violate the District’s Construction Codes. For example, in 2015, Defendants contracted to renovate a consumer’s basement to create a separate unit with a separate utilities meter. Defendants represented to the consumer that the cost of the renovation included pulling permits required by the law. Defendants, however, failed to apply and obtain plumbing or electrical permits required for this type of renovation. Rather, Defendants pulled a basic permit that only authorized “General Renovations.”

13. In another example, in 2014, a consumer had a home registered in a historic district. Defendants represented to the consumer that Defendants would file the required plans to get the approvals to renovate the property pursuant to the requirements for historic homes. *See* D.C. Code §6-1101. Instead, Defendants failed to file any plans and failed to apply for any permits throughout the pendency of the renovation until the homeowner contacted DCRA.

14. Defendants further represent to consumers that they will perform contracted-for work using licensed subcontractors. Licensing serves a two-fold purpose: (i) it ensures that consumers can trust that the person performing the work is a qualified professional and (ii) it provides insurance, in the form of a bond, in event a consumer’s property is damaged. Pursuant to D.C. Code §47-2853, 12-A DCMR 105.1.6, and 16 DCMR §§ 3301, 3306.1.1 licensed professionals must pull all permits for proposed work and perform the permitted work. In 2017, another consumer learned that his renovation was completed without the proper electrical and/or plumbing permits. Defendants would later admit that they did not obtain the permits and that they performed work on the property.

15. Although Defendants use licensed professionals to obtain permits for the work that they perform, they often use unlicensed professionals—who are not on the permit and do not work for the licensed professional—to perform the actual work. For example, at one consumer’s property, Defendants obtained a plumbing permit in the name of a licensed plumber and then hired an unlicensed plumbing company to perform the work. Defendants do not disclose to consumers that they use unlicensed professionals to perform specialized work.

16. Defendants also represent to consumers that they will provide high-end renovations with custom designs, or high grade and quality materials. In one case, a consumer requested a kitchen renovation with high-end appliances and finishes. Defendants instead provided basic appliances purchased from a large retail store and substandard granite materials, which Defendants still priced at well over two times the average cost of mid-grade granite.

17. Defendants also enter into contracts with consumers with language indicating that that the price will not exceed a certain amount. After consumers make payments to Defendants as required by the contract, Defendants refuse to finish the promised scope of work and demand additional sums to be paid or threaten to abandon the project altogether. In 2017, PCS entered into a contract with a homeowner for a full renovation of their property. Two years later, and after the full sums requested by PCS had been paid, the consumer was left with an unfinished property and PCS continued to demand sums far in excess of the initial contract to complete the project.

18. Defendants’ contracts also use language indicating that payments will be made to Defendants on a set schedule, requiring certain work to be completed prior to payment. In practice, however, Defendants disregard these payment schedules. In several instances, Defendants asked a consumer to make additional payments directly to subcontractors for work

that should have been performed under the contract with Defendants. In other cases, Defendants required consumers to pay deposits early that far exceed the deposit amount required in their contracts. Defendants then failed to timely begin work, sometimes not commencing work for weeks or even months after the date they represented they were available to start.

19. In addition, Defendants also engage in shoddy sub-standard renovation work at their jobsites including, but not limited to: failing to properly seal and waterproof basements prior to painting; installing a downspout on a gutter under a vapor barrier, causing water to enter the residence; leaving access room panels completely uninstalled; improperly installing exterior doors with no flash sealing or caulk; leaving jobsites unsecured resulting in consumers' homes being trespassed and burglarized; and utilizing unlicensed and unskilled tradesmen to perform specialty tasks, such as floor and stair refinishing.

Defendants' Misrepresentations About Defendant Stephen Sieber

20. Defendants also mislead consumers regarding the identity and training of Defendant S. Sieber. Defendant S. Sieber's legal name is Stephen Charles Sieber, Derrick Sieber's father. He is introduced to consumers as "Stevie Marco," PCS's designer, even though Defendant S. Sieber is not a licensed interior designer in the District. *See* 16 DCMR §3301.1(x). Defendant S. Sieber is often the first point of contact with consumers and operates in a sales capacity for PCS. He is able to negotiate the terms of agreements between PCS and customers, even though he is not licensed by DCRA as a home improvement salesperson, in violation of D.C. Code §§ 47-2851.02; 47-2844; and 16 DCMR §§ 800-899. Defendants do not disclose to consumers that Defendant S. Sieber is not licensed as an interior designer or home improvement salesperson in the District.

21. Defendant S. Sieber previously did business as Sieber Contracting Solutions, where he was barred by the Montgomery County Office of Consumer Affairs from operating as a

contractor for false advertising, inferior workmanship, operating businesses under corporate charters that had been revoked by the State of Maryland, and falsely stating that he employed registered or certified engineers in his firm. Over the past two decades, there have been several negative news stories regarding Defendant S. Sieber and his home improvement and contracting services. Defendants do not disclose the identity of Defendant S. Sieber nor his previous negative history as a contractor.

Defendants Harass and Threaten Consumers that Complain About Defendants' Work

22. Defendants also regularly harass and threaten consumers with whom they have disputes. When consumers raise complaints regarding Defendants' work, Defendants threaten, and in some cases file, arbitration proceedings or other legal actions to silence consumers. Defendants use the threat of intense and expensive litigation to dissuade consumers from pursuing their complaints.

23. In addition, Defendants make threats other than legal process in phone calls and emails to consumers and their attorneys. Among other things, Defendants threaten to file mechanics' liens on property, threaten to interfere with consumers' employment, and threaten to file bar complaints against consumers' attorneys. In some cases, Defendants have followed through on these threats.

24. Finally, Defendants include language in their contracts that "any disputes that may arise are confidential with no public comment permitted in any form by either party relating to the dispute." Defendants use this language to prevent consumers from leaving negative complaints on websites, such as BBB or HomeAdvisor, as well as from filing complaints with law enforcement. Defendants have threatened and initiated legal proceedings based on this language.

Defendant PCS's Misrepresentations About its Corporate Structure

25. PCS was registered as a limited partnership within the District of Columbia and has continuously represented in filings that it is a limited partnership when applying and renewing its home improvement contractor license with DCRA. However, in September 2018, Defendant D. Sieber represented that PCS was a sole proprietorship in PCS's application for a home improvement salesman license with DCRA.

26. Defendants purposefully obscure from consumers whether PCS is a limited partnership or a sole proprietorship. At times, Defendants will represent that PCS is a limited partnership to limit the individual liability of Defendants Sieber and S. Sieber. At other times, Defendants represent that PCS is a sole proprietorship, permitting Defendants Sieber and S. Sieber to file complaints and represent Defendant PCS *pro se* in legal proceedings.

27. If Defendant PCS is a sole proprietorship, Defendants have failed to remove the "LP" designation from Defendant PCS business's name—in violation of 17 DCMR § 8912.2(e)—and have failed to register the correct trade name "Precision Contracting Solutions"—in violation of D.C. Code §47-2855.02(a)(1).

Defendants' Unlawful Business Practices Have Also Harmed Neighboring Properties

28. Defendants' violations of the Construction Codes have also resulted in damage to neighboring properties. In some cases, properties next to homes that Defendants performed construction work on are also damaged. In one example, during a basement renovation of a consumer's property, Defendants damaged the neighboring property by failing to perform underpinning which resulted in water damage to the neighbor's basement and foundation.

29. In another example, Defendant's construction work caused the foundation at the neighboring property to shift, causing major cracks in the walls. Residents of the neighboring properties were evacuated. DCRA inspected the property and issued a Stop Work Order that

resulted in a Notice of Infraction being issued by DCRA. DCRA determined that renovation work had been performed (1) without the required permits, (2) that failed to maintain proper construction safeguards, (3) that failed to protect the adjoining property, and (4) that failed to comply with proper site treatment under the Construction Code.

Count I

Violation of the Consumer Protection Procedures Act

30. The District re-alleges and incorporates paragraphs 1 through 29 as if set forth fully herein.

31. The CPPA is a remedial statute that should be broadly construed. It establishes the right of District consumers to truthful information from merchants about consumer goods and services that are or may be purchased, leased, provided, or received.

32. Defendants, in the ordinary course of business, market and offer for sale home improvement services to consumers and, as such, are merchants for purposes of D.C. Code §28-3901(a)(3).

33. Consumers who purchased home improvement services from Defendants did so for personal, household, or family purposes, which categorizes the transaction as one for consumer goods and services under the CPPA.

34. 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.

35. Defendants misrepresented material facts that tended to mislead consumers in violation of the CPPA, D.C. Code §28-3904(e), when they represented to consumers that Defendants would provide architectural, engineering services and other home improvement

services, including obtaining permits and variances for historical building construction, that they did not and could not provide.

36. Defendants misrepresented material facts that tended to mislead consumers in violation of the CPPA, D.C. Code §28-3904(e), when they represented that they would be able to complete all work within a “not to be exceeded price,” when they represented to consumers that they would provide home improvement services that they did not provide, performed home improvement work without the proper permits, performed home improvement work using unlicensed and unskilled professionals, performed home improvement work without drafting or filing necessary plans with DCRA, and performed home improvement work without proper insurance bonding.

37. 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 that Defendant PCS is a sole proprietorship, Defendant S. Sieber’s true identify, and that Defendant S. Sieber is not licensed, and has not been licensed at any point during the periods relevant to this Complaint, as an interior designer or home improvement salesperson.

38. Defendants represent to consumers that Defendant S. Sieber is a licensed interior designer and that Defendants have engineering and architectural expertise, when, in fact, Defendant S. Sieber is not a licensed interior designer and Defendants do not employ any architects or engineers. Defendants’ representations that they and the services they provide have certification, characteristics, affiliations, or status that they do not have are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(a) and (b). Defendants’ representations are also misrepresentations as to material facts in violation of the CPPA, D.C. Code §28-3904(e).

39. Defendants failed to disclose material facts, the omission of which tended to mislead consumers in violation of the CPPA, D.C. Code § 28-3904(f), when they failed to disclose they were performing work without permits, using unlicensed professionals, and sold home improvement services without required insurance bonding. Defendants also violated this section of the CPPA when they failed to disclose they were not using “high end” fixtures and were charging consumers more than the amounts in their contracts with consumers.

40. 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 that Defendant PCS is a sole proprietorship.

41. Defendants misrepresented material facts that tended to mislead consumers in violation of the CPPA, D.C. Code §28-3904(e), when they represented that Defendant PCS is an LP in Defendant D. Sieber’s application statement for a home improvement salesman license and in Defendant PCS’s Home Improvement contractor license.

42. Defendants represent to consumers that they will provide “high end” “custom” and “concierge” renovations, when, in fact, Defendants do not or cannot provide such high-quality renovations. Defendants’ representations constitute the use of ambiguity as to material facts in violation of the CPPA, D.C. Code §28-3904(f-1). Defendants’ representations are also misrepresentations as to material facts in violation of the CPPA, D.C. Code §28-3904(e)

43. Defendants also violated §28-3904(v) by implicitly and explicitly representing that Defendant S. Sieber had the authority of a home improvement salesman when he operated in a sales capacity for PCS and negotiated the terms of agreements between Defendants and consumers when Defendant S. Sieber is not licensed by DCRA as a home improvement salesperson, in violation of D.C. Code §§ 47-2851.02; 47-2844; and 16 DCMR §§ 800-899.

44. Defendants advertised services without the intent to sell them as advertised or offered, in violation of D.C. Code §28-3904(h), when they offered their home improvement services, including design, architectural, and engineering services, took payment, and either provided substandard work or failed to complete work.

45. Defendants' harassment and threats to consumers and their attorneys other than legal process are violations of the CPPA, D.C. Code § 28-3904(m).

46. Defendants' conduct enforcing unconscionable terms in contracts, including but not limited to the arbitration provisions and confidentiality provisions in their contracts, constitutes an unfair and deceptive trade practice that violates D.C. Code § 28-3904, and an unlawful trade practice that violates D.C. Code § 28-3904(r).

47. Defendants' performance of unpermitted, unlicensed work that regularly violated Construction Codes, including performing work without proper insurance bonding, in violation of 16 DCMR §§ 812, 3301, and 3309.3, violates D.C. Code § 28-3904(dd).

48. Defendant D. Sieber is personally and individually liable because he participated in the unlawful conduct alleged in this Complaint, was in a position to prevent the unlawful conduct, and did not do so. Defendant D. Sieber possessed and/or exercised the authority to control the policies and trade practices of Defendant PCS; was responsible for creating and implementing the policies and trade practices of Defendant PCS; participated in the unfair or deceptive trade practices that are described herein; directed or supervised employees of Defendant PCS; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

49. Defendant S. Sieber is personally and individually liable because he participated in the unlawful conduct alleged in this Complaint, was in a position to prevent the unlawful conduct, and did not do so. Defendant S. Sieber possessed and/or exercised the authority to control the policies and trade practices of Defendant PCS; was responsible for creating and implementing the policies and trade practices of Defendant PCS; participated in the unfair or deceptive trade practices that are described herein; directed or supervised employees of Defendant PCS; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

Count II
Violation of the Construction Codes

50. The District re-alleges and incorporates paragraphs 1 through 29 as if set forth fully herein.

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

Prayer for Relief

WHEREFORE, the District respectfully requests that this Court:

52. Enter a permanent injunction to prevent future violations of the CPPA and the District's Construction Codes by Defendants:

53. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the CPPA, including ordering restitution from

Defendants based on their unlawful conduct and/or requiring Defendants to pay damages to consumers;

54. Impose civil penalties in an amount up to \$5,000.00 per violation of the CPPA pursuant to D.C. Code § 28-3909(b)(1); and

55. Award the District the costs of bringing this action and any other relief as the Court may determine to be just and proper.

JURY DEMAND

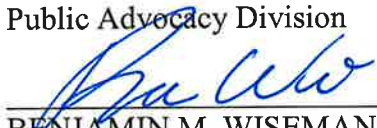
The District of Columbia further demands a jury trial on all issues triable of right by a jury in this matter.

Dated: July 31, 2019

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia


JIMMY ROCK [493521]
Acting Deputy Attorney General
Public Advocacy Division



BENJAMIN M. WISEMAN [1005442]
Director, Office of Consumer Protection
Public Advocacy Division



RICHARD V. RODRIGUEZ [1014925]
Assistant Attorney General



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202-442-9894 | 202-727-6337
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: July 31, 2019

Precision Contracting Solutions, LP, et al.

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

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

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

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS <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 <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
C. PERSONAL TORTS <input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 20 Friendly Suit <input checked="" type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 08 Fraud <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> <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

July 31, 2019

Date



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

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S

Plaintiff

Washington, DC 20001

vs.

Case Number _____

PRECISION CONTRACTING SOLUTIONS, LP

930 Wayne Avenue, Suite 504

Defendant

Silver Spring, MD 20910

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

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

Clerk of the Court

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

By _____
Deputy Clerk

Telephone

Date _____

如需翻译, 请打电话 (202) 879-4828

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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.

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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}_{contra}
 Washington, DC 20001

Demandante

Número de Caso: _____

PRECISION CONTRACTING SOLUTIONS, LP

930 Wayne Avenue, Suite 504
 Silver Spring, MD 20910

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.

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

Por: _____
 Subsecretario

Teléfono

Fecha _____

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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.

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

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S

Plaintiff

Washington, DC 20001 vs.

Case Number _____

DERRICK SIEBER

P.O. Box 55023

Defendant

Washington, D.C. 20040-5023

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

Clerk of the Court

Office of the Attorney General for DC

By _____
Deputy Clerk

Address 441 4th Street, NW, Suite 600 South

Washington, DC. 20001

(202) 727-6337

Date _____

Telephone

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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
 Washington, DC 20001

Demandante

Número de Caso: _____

DERRICK SIEBER

P.O. Box 55023
 Washington, D.C. 20040-5023

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

SECRETARIO DEL TRIBUNAL

Office of the Attorney General for DC
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 Washington, DC. 20001
 (202) 727-6337

Por: _____
 Subsecretario

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

DISTRICT OF COLUMBIA

441 4th Street, NW, Suite 600S

Plaintiff

Washington, DC 20001 vs.

Case Number _____

STEPHEN SIEBER

P.O. Box 55023

Defendant

Washington, D.C. 20040-5023

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

Clerk of the Court

Office of the Attorney General for DC

By _____
Deputy Clerk

Address 441 4th Street, NW, Suite 600 South

Washington, DC. 20001

(202) 727-6337

Telephone

Date _____

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 Washington, D.C. 20001 Teléfono: (202) 879-1133

DISTRICT OF COLUMBIA

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

Demandante

Número de Caso: _____

STEPHEN SIEBER

P.O. Box 55023
 Washington, D.C. 20040-5023

Demandado

CITATORIO

Al susodicho Demandado:

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

SECRETARIO DEL TRIBUNAL

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