

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

DISTRICT OF COLUMBIA

Case Number: _____

vs

Date: February 13, 2020

76 M INC., et al.

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

Name: <i>(Please Print)</i> Stephon D. Woods	Relationship to Lawsuit
Firm Name: Office of the Attorney General for the District of Columbia	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: (202) 724-5319 Six digit Unified Bar No.: 1025232	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

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

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,
Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input 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 checked="" type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

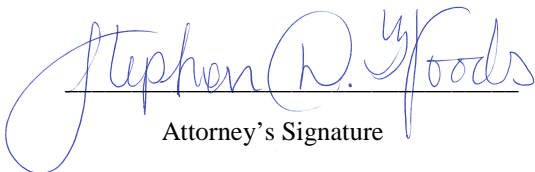
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input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

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |


Attorney's Signature

February 13, 2020

Date

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

DISTRICT OF COLUMBIA

441 4th Street, NW
Washington, D.C. 20001

Plaintiff,

v.

76 M INC.

3104 Bruce Place, SE, APT. #201
Washington, D.C. 20020

SERVE ON Registered Agent:

PETER ODAGBODO
3104 Bruce Place, SE, Apt. #201
Washington, D.C. 20020,

and

PETER ODAGBODO

6912 Livingston Road
Oxon Hill, MD 20745

Defendants.

Civ. No. _____

JURY TRIAL DEMANDED

**COMPLAINT FOR APPOINTMENT OF RECEIVER AND VIOLATIONS OF THE
CONSUMER PROTECTION PROCEDURES ACT AND THE LEAD-HAZARD
PREVENTION AND ELIMINATION ACT**

The District of Columbia (the “District”) files suit against 76 M Inc. and Peter Odagbodo, (collectively “Defendants”), seeking appointment of a receiver for the apartment buildings located at 6145 Kansas Avenue, NE, 6147 Kansas Avenue, NE, and 6149 Kansas Avenue, NE, Washington, D.C., 20011 (the “Property”) in accordance with the Tenant Receivership Act, D.C. Code §§ 42-3651.01 to - .08 (“TRA”), and for additional relief pursuant to the Consumer Protection Procedures Act, D.C. Code §§ 28-3901, 3913 (“CPPA”) and the Lead-Hazard

Prevention and Elimination Act of 2008 (as amended), D.C. Code § 8-231.01 *et seq.* (“LPEA”).

In support of its claims, the District alleges the following:

INTRODUCTION

1. The TRA authorizes this Court to appoint a receiver for a rental housing accommodation in the District of Columbia in order to safeguard the health, safety, and security of tenants from a landlord’s continued failure to address housing conditions. Receivership is statutorily authorized where a landlord has demonstrated a “pattern of neglect” toward the property that poses a serious threat to the health, safety, or security of the tenants for a period of thirty consecutive days.

2. The District files this action to appoint a receiver to address unsafe housing conditions at the Property that Defendants have failed to abate. This action also seeks to secure injunctive relief, assess penalties, collect reasonable attorney’s fees and costs, and secure other authorized relief for violations of the CPPA and the LPEA, as more specifically pleaded below, and to deter such violations from occurring in the future.

3. The Property is a rental housing accommodation located in the Northeast quadrant of the District of Columbia and consists of three apartment buildings with a total of twelve units that Defendants own, operate, manage, and otherwise control. When Defendants offered and leased the rental accommodations to their tenants, they represented that they would maintain the Property in accordance with District of Columbia laws and regulations, including the District’s housing code, property maintenance code, fire code, lead laws, and mold laws.¹ Defendants have failed to do so.

¹ The term “housing code” refers to Title 14, Chapters 1 – 16 of the District of Columbia Municipal Regulations (“DCMR”). The term “property maintenance code” refers to Title 12-G of the DCMR. The term “fire code” refers to the Fire Code Supplement found in Title 12-H of the DCMR and

4. The Property suffers from a demonstrated history of neglect resulting from the actions or omissions of the Defendants, jointly and severally. These conditions include: lack of heat during the winter; lack of hot water; severe electrical hazards; severe rodent and roach infestation; and missing fire suppression systems.

5. Since January 1, 2019, the Department of Energy and Environment (“DOEE”), and the D.C. Fire and Emergency Medical Services Department (“FEMS”) has cited the Property for numerous violations of the LPEA and fire code. Several of these violations remain unabated. Additionally, despite continuing notice from the District and the tenants, Defendants have failed to abate unsafe and uninhabitable conditions at the Property for years – well above the thirty-day threshold necessary to warrant receivership under D.C. Code § 42-3651.02(b). Defendants’ failure to abate these violations in a timely manner is particularly troubling in light of the fact that the tenants have modest financial means and therefore lack feasible alternatives to the unsafe and unhealthy rental accommodations inflicted upon them by the Defendants.

6. Notwithstanding their refusal to maintain the Property, Defendants have consistently demanded and collected full rental payments from tenants. In some instances, Defendants even increased the rent for specific units despite the presence of continuing housing code and other code violations.

7. Finally, Defendants’ misrepresentations that they would make repairs to the Property and maintain it in accordance with the District’s laws and regulations, including all

applicable provisions of the 2012 International Fire Code, available at [https://www.willmarmn.gov/14%20-%20International%20Fire%20Code%20\(2012\).pdf](https://www.willmarmn.gov/14%20-%20International%20Fire%20Code%20(2012).pdf). The term “mold laws” refers to the District of Columbia’s Air Quality Amendment Act of 2014, codified at D.C. Code §§ 8-241.01, *et seq.* and regulated at Title 20, Chapters 1 – 15 of the DCMR.

applicable building and maintenance codes, constitute violations of the CPPA §§ 28-3904(a), (d), (e), (f), and (dd).

JURISDICTION

8. The Court has subject matter jurisdiction pursuant to D.C. Code § 11-921, § 8-213.15 and § 28-3909.

9. The Court has personal jurisdiction pursuant to D.C. Code § 13-423.

PARTIES

10. Plaintiff the District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District brings this case by and 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 also specifically authorized to enforce the TRA, the CPPA, and the LPEA. *See* D.C. Code § 42-3651.03; D.C. Code § 28-3909; D.C. Code § 8-231.15.

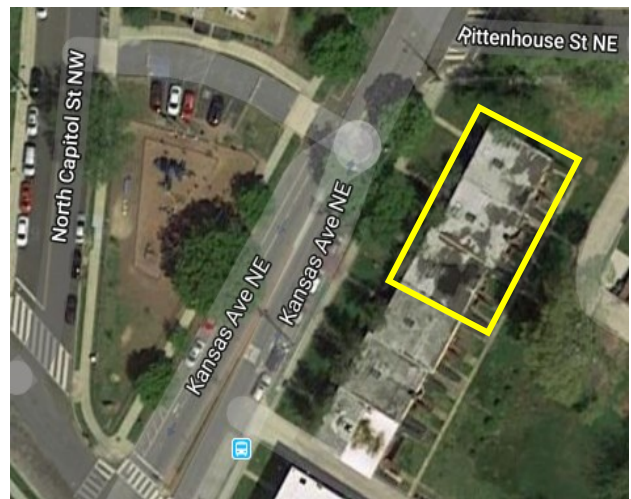
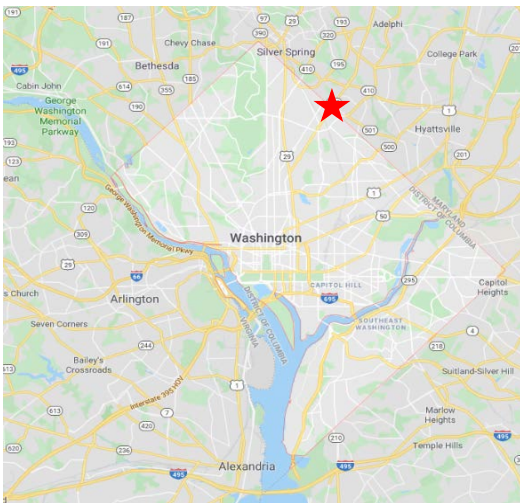
11. Defendant 76 M Inc. is a corporation organized under the laws of the District of Columbia and maintains its principal place of business at 3104 Bruce Place, SE, Apt. #201, Washington, DC 20020. Defendant 76 M Inc. is the owner of the apartment buildings located at 6145, 6147, and 6149 Kansas Avenue NE, Washington, DC 20011. Defendant 76 M Inc. is engaged in the business of acquiring, selling, and managing real estate within the District of Columbia.

12. Defendant Peter Odagbodo is an Officer and Director of 76 M Inc. and manages the day-to-day operations at the Property, including maintenance and repairs. At all times material

to this Complaint, acting alone or with others, Odagbodo formulated, directed, controlled, or had the authority to control, participated in, or with knowledge approved of the acts or practices of Defendant 76 M Inc, including the acts and practices set forth in this Complaint.

FACTUAL ALLEGATIONS

13. The Property is located in the Lamond Riggs neighborhood of Northeast Washington, D.C. It is comprised of three residential apartment buildings consisting of twelve total units, as reflected in the map and pictures below:



14. Defendant 76 M Inc. acquired legal title to the Property on June 12, 2012. (See Ex. 1, Property Deed).

15. After acquiring the Property, 76 M Inc., through its managing officer Odagbodo, leased units in the Property to tenants through lease agreements.

16. Each lease agreement contained an implied warranty of habitability that obligated Defendants to maintain the Property in a livable condition and in compliance with the District's laws and regulations.

17. Defendants collected, and continue to collect, rent from tenants without disclosing that Defendants would not maintain the Property in a habitable condition consistent with the

District's laws and regulations – including the District's housing code, property maintenance code, fire code, and mold laws.

18. Defendants' failure to abate serious and hazardous housing conditions for years despite notice from the District and repeated requests from tenants demonstrates a pattern of neglect.

Defendants Have Demonstrated a Pattern of Neglect for the Property that Threatens the Health, Safety, and Security of the Tenants

19. An investigator from the Office of the Attorney General for the District of Columbia visited the Property on August 22, 2019 and October 30, 2019. (*See* Ex. 2, Declaration of Investigator R. Brown (“Brown Declr.”) ¶ 3).

20. During the first visit on August 22, 2019, the investigator observed the conditions in five (5) occupied units and the common areas in each building. While there, the investigator observed cracks in the walls and ceilings, significant water damage, separations between baseboards and floors, damaged carpet and tile, and evidence of rodent and roach infestations. (*See* Ex. 3, Aug. 22, 2019 Photos from Investigator Brown).

21. During the second visit on October 30, 2019, the investigator observed the conditions in four (4) occupied units, the common areas in each building, and two unlocked basement storage areas. While there, the investigator observed cracks in the walls and ceilings, rust colored stains in the bathtubs, evidence of water damage on the walls and ceilings, separations between baseboards and floors, damaged carpet and tile, live roach activity, and evidence of a rodent infestation. (*See* Ex. 4, Oct. 30, 2109 Photos from Investigator Brown).

22. Many of the issues that Investigator Brown observed during her first visit still existed during her second visit more than sixty (60) days later, such as cracks in the walls and

ceilings, significant water damage, separations between baseboards and floors, damaged flooring, and the presence of roach and rodent infestations.

23. Four current tenants of the Property submitted affidavits in connection with this Complaint that also detail the conditions that they have experienced:

- **Charmayne Kirkland**, a tenant who has resided at 6149 Kansas Avenue NE, Unit #1 for more than 35 years. (Ex. 5, Affidavit of Charmayne Kirkland (“Kirkland Aff.”) ¶ 2.).
- **Duane Jackson**, a tenant who has resided at 6145 Kansas Avenue NE, Unit #2 for more than 25 years. (Ex. 6, Affidavit of Duane Jackson (“Jackson Aff.”) ¶ 2.).
- **Hardy Banks**, a tenant who has resided at 6145 Kansas Avenue NE, Unit #1 for 10 years. (Ex. 7, Affidavit of Hardy Banks (“Banks Aff.”) ¶ 2.).
- **Kaliha Dews**, a tenant who has resided at 6149 Kansas Avenue NE, Unit #4 for 18 months. (Ex. 8, Affidavit of Kaliha Dews (“Dews Aff.”) ¶ 2.).

24. All four of these representative tenants have resided at the Property during the time that 76 M Inc. has owned the buildings and all four continue to live at the Property.

25. Some of these tenants have made the difficult decision to continue residing at the Property despite hazardous and dangerous conditions because they lack the means to seek other residential options.

26. All four of these representative tenants have suffered from a multitude of unsafe and unsanitary conditions. While the tenants repeatedly notified Defendants of these conditions, Defendants have failed to remedy the conditions.

27. Defendants’ ongoing failure to abate these hazardous conditions for months and years at a time demonstrates a pattern of neglect at the Property. Evidence of this pattern of neglect includes the following:

i. Malfunctioning Heating System

28. There are several units at the Property that do not have consistent heat when the weather gets cold. (Kirkland Aff. ¶ 9; Dews Aff. ¶ 7; Banks Aff. ¶ 11).

29. Some of the tenants have endured extended periods without heat in their unit. (*E.g.*, “In October 2019, it was extremely cold in my unit for several days. I contacted Mr. Odagbodo and requested that he turn the heat on, but he did not respond for several days.” Kirkland Aff. ¶ 9; “The heat goes off and on. It seems like when it is cold and I really need heat, it does not work.” Banks Aff. ¶ 11).

30. At least one tenant went an entire winter without heat. (*E.g.*, “During the 2018 winter I did not have heat in my unit. I had to use a small space heater to keep warm.” Dews Aff. ¶ 7).

31. When the heat is working, it becomes extremely hot in some of the units. (*E.g.*, “Now that the temperatures are getting colder again, the heat is on, but it is unbearably hot in my unit I tried to sleep in the living room near the window air conditioning (“a/c”) unit, but sometimes the a/c unit goes in and out.” Dews Aff. ¶ 7; “Sometimes when the heat is working it gets really hot in my unit.” Banks Aff. ¶ 11; “In October 2019, it was extremely cold in my unit for several days . . . Once [Mr. Odagbodo] turned the heat on, it became excessively hot in my unit On November 23, 2019, it was so exceedingly hot that the walls in my unit were hot to the touch and if you touched the radiator it would burn your skin.” Kirkland Aff. ¶ 9).

32. The extreme variations in temperatures caused by the malfunctioning heating system are having a negative impact on the health of some of the tenants. (*E.g.*, “As a result of the [cold] temperature in my unit, I became ill.” Kirkland Aff. ¶ 9; “Not only is it difficult for me to breathe in the heat because of my asthma, but I also cannot sleep comfortably.” Dews Aff. ¶ 7).

33. Although tenants reported the malfunctioning heating system to Defendants, Defendants failed to adequately or timely fix the issues with the heat. (*E.g.*, “I contacted Mr. Odagbodo and requested that he turn the heat on, but he did not respond for several days . . . I have had these issues [with the heat] every heating season since Mr. Odagbodo took over the Property.” Kirkland Aff. ¶ 9; “I reported the issue with the heat to Mr. Peter at least two times. He never turned on the heat.” Dews Aff. ¶ 7; “I have reported the issues with the heat to Mr. Peter multiple times, but I still have issues with the heat going off and on.” Banks Aff. ¶ 11).

ii. Electrical Hazards

34. At least two of the tenants have electrical hazards in their unit. (*E.g.*, “The electrical outlet in my bathroom has not worked since around April 2019. I have to run an extension cord from an outlet in the dining room in order to shave.” Banks Aff. ¶ 7; “In early 2018, the electricity started going in and out . . . Due to the electrical issues, my desktop computer, laptop, telephones, microwave, and several other appliances were shorted out and ruined.” Kirkland Aff. ¶ 6).

35. Despite reporting these issues to Defendants, the tenants still live with these electrical hazards in their units. (*E.g.*, “I have reported these issues multiple times by phone . . . [T]he outlet in my restroom still does not work.” Banks Aff. ¶ 7; “I reported the issue with electricity to Mr. Odagbodo, Pepco, and my social workers The issues I have with electricity are ongoing. If I plug in the space heater while other items are plugged in, the electricity goes out. When it’s cold and the central heating is not working, I have to decide whether I want to be warm, or if I want to be able to use other items powered by electricity.” Kirkland ¶ 6).

iii. Missing Fire Suppression Systems and Other Fire Code Violations

36. An inspector from the District of Columbia Fire and Emergency Management Services Department (“FEMS”) conducted an inspection at the Property on October 30, 2019.

Following the inspection, the Fire Inspector cited Defendants for violations of the fire code at each of the three buildings.

37. The fire inspection report for 6145 Kansas Avenue NE cited Defendants for missing and inoperable fire extinguishers in the basement and common area. Defendants were also cited for missing handrails for steps in front of the building; improperly-wired smoke detectors in two separate units, unsecured entrances to the basement, and a breach in the basement ceiling area that needed to be repaired with fire-rated material. (*See* Ex. 9, 6145 Kansas Avenue Fire Inspection Report).

38. The fire inspection report for 6147 Kansas Avenue NE included the following violations: out-of-service fire extinguishers, an improperly mounted fire extinguisher, missing handrails for steps in front of the building, loose handrails in the common area of the building, and unknown testing of the load capacity for the rear egress stairwell. (*See* Ex. 10, 6147 Kansas Avenue Fire Inspection Report).

39. The fire inspection report for 6149 Kansas Avenue NE included the following violations: out-of-service fire extinguishers, missing fire extinguisher in basement area; malfunctioning smoke detector in unit #1; unknown testing of the load capacity for the rear egress stairwell; and unsecured entrances to the basement. (*See* Ex. 11, 6149 Kansas Avenue Fire Inspection Report).

40. The threats to the tenants' safety due to these and other fire code violations are exacerbated by the electrical hazards in the units because some of the tenants rely on space heaters to warm their units in the absence of a consistently functioning heating system. (*E.g.*, "I could not keep warm with my space heater because I wanted to use other items powered by electricity.

[B]ecause of the electrical issues, I cannot use other items while using my space heater.” Kirkland ¶ 8).

41. On or about December 27, 2019, nearly sixty (60) days after the fire inspection, FEMS conducted a reinspection of the Property and noted there were still outstanding fire code violations.

iv. Pest Infestation

42. The Property suffers from a severe rodent infestation. (Brown Dclr. ¶ 4; Kirkland Aff. ¶ 13; Dews Aff. ¶ 11; Jackson Aff. ¶ 6).

43. The tenants report seeing mice in their units very frequently. (*E.g.*, “I see rodents throughout my unit daily. I have seen rodents in every room of my unit. Every morning, I find rodent droppings on my stove top and kitchen counter.” Kirkland Aff. ¶ 13; “I see rodents in my unit at least four or five days a week. I also hear rodents in my unit several times a day . . . I [] threw out food because the rodents were getting to my food through several holes in the pantry.” Dews Aff. ¶ 11; “I have seen several rodents in my apartment. At one point, I saw mice and mouse droppings in my unit every day.” Jackson Aff. ¶ 6).

44. Tenants reported the rodent infestation to Defendants, but the rodent infestation has remained an issue at the Property for years. (*E.g.*, “I noticed that I had rodents in my unit in 2014 . . . I reported the rodent infestation to Mr. Odagbodo on multiple occasions . . . [but he] rarely sends an exterminator.” Kirkland Aff. ¶ 14; “I reported the issue to Mr. Peter, but he did not do anything.” Dews Aff. ¶ 11; “I reported [the rodent infestation] issue to [Defendants] multiple times. An exterminator came twice to treat my unit for roaches, but not for rodents.” Jackson Aff. ¶ 6).

45. The rodent infestation has gone unaddressed so long that tenants have tried to address the issues themselves, but despite the tenants’ best efforts, the infestation continues. (*E.g.*,

“I tried to get rid of the rodents myself by buying traps. No matter how many rodents I catch, more rodents are able to get in through the hole at the base of the front door.” Kirkland Aff. ¶ 13; “I do not see mice as often as I used to because my home health aide and I set out several mouse traps to catch the mice . . . I still see mice occasionally.” Jackson Aff. ¶ 6; “I started putting down traps myself, but it does not help because there are several holes throughout my unit for more rodents to come in.” Dews Aff. ¶ 11).

46. The Property also suffers from a severe roach infestation. (“I see roaches in my unit daily. I see roaches in my bedroom, bathroom, and kitchen.” Kirkland Aff. ¶ 14; “I see roaches in my kitchen and bathroom every day.” Banks Aff. ¶ 6).

47. Tenants reported the roach infestation to Defendants, and in response Defendants sent an exterminator for infrequent treatments. (“I reported the roach infestation to Mr. Odagbodo on multiple occasions. Mr. Odagbodo sent an exterminator to my unit at most six times since 2016. I still see roaches in my unit every day.” Kirkland Aff. ¶ 14; “There is an exterminator that comes every few months, but because they don’t provide notice, I am never available when they show up. To my knowledge, my unit has not been treated, and I still see roaches in my unit every day.” Banks Aff. ¶ 6).

v. Leaks and Defective Plumbing

48. There is evidence of leaks in the ceiling and walls in various units throughout the Property. (Brown Dclr. ¶ 4). At least three tenants have had leaks in their units for years. (*E.g.*, “There is a leak in the ceiling near the bathroom. I have had this issue for years.” Jackson ¶ 4; “Since February 2016, I have had a reoccurring leak in my bathroom ceiling.” Kirkland Aff. ¶ 12; “About two months after I moved in there was a really bad rain storm. Around that time, I noticed that there was a constant leak from my kitchen ceiling.” Dews Aff. ¶ 5).

49. At least two tenants have endured severe leaks in their units. (*E.g.*, “In February 2016, urine and feces poured down into my bathtub from the ceiling. DCRA required me to leave my unit and Mr. Odagbodo was ordered to make repairs while I was relocated. However, Mr. Odagbodo never addressed the source of the leak . . . Since that time, my bathroom ceiling has leaked on more than six different occasions.” Kirkland ¶ 12; “Mr. Peter said that he would send someone to fix [the leak], but he never sent anyone. I used buckets to catch the water from the ceiling. A few days later, my kitchen ceiling started to collapse. I immediately told Mr. Peter that my ceiling collapsed. He did not send anyone to my unit until about a month later.” Dews ¶¶ 5-6).

50. When tenants reported the leaks in their units, the repairs were not made in a timely or workmanlike manner. (Kirkland Aff. ¶ 12; Dews Aff. ¶ 6). Defendants took several months to address the leak in one unit and have never addressed the source of the leak in another unit. (*E.g.*, “The person he sent did not do a good job because the ceiling still leaked during rain storms. I kept reporting the leak to Mr. Peter when I saw him around the property. Around late October or early November 2019, Mr. Peter sent someone to fix the leaks in my kitchen[, but] the repairs to the ceiling do not look well done.” Dews Aff. ¶ 6; “Mr. Odagbodo never addressed the source of the leak. In September 2019, my ceiling started to bubble again.” Kirkland Aff. ¶ 12).

51. At least two tenants have issues with defective plumbing, such as inadequate water pressure and inconsistent hot or cold water in their units. (*E.g.*, “I have an issue with water pressure in my bathroom sink. The hot water comes out slowly. The cold water does not come out at all. [Therefore,] I brush my teeth with water from the bathtub.” Banks Aff. ¶ 8; “There was a yearlong period from around June 2017 to June 2018 when I did not have hot water in my unit . . . I have hot water on a more consistent basis; however, there are still intermittent periods when I do not get hot water to my unit.” Kirkland Aff. ¶ 10).

52. Despite reporting the issues with water pressure or water temperature, Defendants have not fixed the issues. (*E.g.*, “I reported [the lack of cold water] to Mr. Peter multiple times by phone. He has not fixed the issue.” Banks Aff. ¶ 8; “I reported the [inconsistent hot water] to Mr. Odagbodo by email . . . I still have an issue getting hot water to my unit consistently.” Kirkland Aff. ¶ 10).

vi. Elevated Levels of Mold

53. On October 30, 2019, William “Rusty” Spearman, who is a licensed mold assessor with the firm Arrowhead Environmental Consulting (“Arrowhead”), conducted a mold inspection in four units at the Property to gather data for the assessment of potential mold growth and develop a Microbial Remediation Scope of Work.

54. Inspector Spearman observed extensive mold growth on stored items and ceiling materials, active leaks in the sewage drain line, and missing vapor barriers in the basement units. Inspector Spearman also observed visible mold growth, extensive water damage, active leaks, and water intrusion behind the walls in all four occupied units he inspected. (*See* Exs. 12 - 17, Oct. 30, 2019 Mold Assessment Reports).

55. Inspector Spearman also took air and surface samples in each area he inspected. The samples from each unit tested positive for elevated levels of mold. (*See* Exs. 12 - 17).

56. Inspector Spearman concluded that the existing mold growth in the units is due to prior/current long-term water events at the Property.

vii. Lead-Based Paint Hazards

57. Since April 2019, DOEE has inspected at least one unit and/or common area in each building at the Property. These inspections yielded findings of lead-based paint hazards at the Property.

58. The presence of lead-based paint hazards severely and negatively impacts the tenants, especially younger children.

59. At least one family at the Property has two children under the age of five. The youngest child was born in November 2019.

6145 Kansas Avenue NE, Unit #1

60. On May 8, 2019, a representative from DOEE conducted a risk assessment at 6145 Kansas Avenue NE, unit #1 and identified lead-based paint hazards in the unit. (*See* Ex. 18, Administrative Order No. DOEE-19-L-50001806 (“June 4, 2019 Administrative Order”)).

61. On June 5, 2019, DOEE served an Administrative Order on Defendants requiring Defendants to abate the lead-based paint hazards in Unit #1 no later than July 4, 2019, obtain a clearance report verifying that all lead-based paint hazards were eliminated, and reimburse DOEE for the cost of the risk assessment on or before July 11, 2019. (Ex. 18, June 4, 2019 Administrative Order).

62. On September 16, 2019, DOEE confirmed the unit had been cleared of lead-based paint hazards. However, DOEE served Defendants with an Enforcement Notice for Defendants’ failure to abate the lead-based paint hazards by the deadline identified in the Enforcement Notice and for Defendants’ failure to reimburse DOEE for the cost of the risk assessment. (*See* Ex. 19, Enforcement Notice DOEE-19-L500792 (“October 29, 2019 Enforcement Notice”)).

6147 Kansas Avenue NE, Unit #1

63. On August 15, 2019, a representative from DOEE conducted a risk assessment at 6147 Kansas Avenue NE, Unit #1 and identified lead-based paint hazards throughout the unit. (*See* Ex. 20, Administrative Order No. DOEE-19-L-50001862 (“August 23, 2019 Administrative Order”)).

64. On August 23, 2019, DOEE served an Administrative Order on Defendants requiring Defendants to abate the lead-based paint hazards in unit #1, obtain a clearance report verifying that all identified lead-based paint hazards were eliminated, and reimburse DOEE for the cost of the risk assessment. (Ex. 20, August 23, 2019 Administrative Order).

65. Defendants failed to timely comply with the August 23, 2019 Administrative Order. As a result, on December 5, 2019, DOEE served Defendants with an Enforcement Notice. (See Ex. 21, Enforcement Notice DOEE-19-L500799 (“December 5, 2019 Enforcement Notice”)).

66. As of the date of this Complaint, Defendants have not complied with the August 23, 2019 Administrative Order to abate the lead hazard.

6149 Kansas Avenue NE

67. On April 18, 2019, a representative from DOEE conducted a risk assessment in the common areas at 6149 Kansas Avenue NE and identified lead-based paint hazards. (See Ex. 22, Administrative Order No. DOEE-19-L-50001775 (“April 26, 2019 Administrative Order”)).

68. On April 29, 2019, DOEE served an Administrative Order on Defendants requiring Defendants to abate the lead-based paint hazards in the common areas, obtain a clearance report verifying that all identified lead-based paint hazards were eliminated, and reimburse DOEE for the cost of the risk assessment. (Ex. 22, April 26, 2019 Administrative Order).

69. Defendants failed to timely comply with the April 26, 2019 Administrative Order. As a result, on August 8, 2019, DOEE served Defendants with an Enforcement Notice for failing to maintain and make available copies of all lead-related reports for the building by July 12, 2019. (See Ex. 23, Enforcement Notice DOEE-19-L500765 (“August 8, 2019 Enforcement Notice”)).

70. On October 17, 2019, DOEE served an additional Enforcement Notice as a result of Defendants’ failure to obtain a clearance report showing that the lead-based paint hazards had

been eliminated and failure to reimburse DOEE for the cost of the risk assessment by October 10, 2019. (*See* Ex. 24, Enforcement Notice DOEE-19-L500791 (“October 17, 2019 Enforcement Notice”).

71. As of the date of this Complaint, Defendants have not complied with the August 8, 2019 Enforcement nor the October 17, 2019 Enforcement by abating the lead hazard. At least one family in this impacted building has young children.

viii. Other Evidence of a Pattern of Neglect

72. At least two tenants report that appliances in their units do not work properly. (Banks Aff. ¶ 10; Dews Aff. ¶¶ 8, 10). One tenant has a reoccurring gas leak due to a malfunctioning stove that had been installed in his unit. (*E.g.*, “I had an issue with my stove for years. The pilot light would go out and gas would leak into my unit. I first noticed this issue sometime in 2015.”). Defendants finally replaced the stove in November 2019; however, the replacement stove did not work properly. (*E.g.*, “About a week after the stove was installed, I noticed that the knob on the stove was not working properly. I told Mr. Peter about the knob on the stove when I saw him at the Property . . . On November 19, 2019, I noticed that I had a gas leak . . . I called Washington Gas to report the gas leak. On the same day, a representative from Washington Gas came out and turned off the gas to my unit. . . Since November 19, 2019, I have not been able to use my stove.”).

73. At least one tenant has a malfunctioning refrigerator. (*E.g.*, “My refrigerator does not work properly. The refrigerator does not keep the food cold . . . I threw food away several times because it spoiled in the refrigerator. This has been an issue since about June 2019.” Dews Aff. ¶ 10). At least one tenant has a malfunctioning air conditioning unit. (*E.g.*, “[The air conditioning unit] stopped working in June 2019. I reported this issue to Mr. Peter, but he did not

fix it. Eventually, I was able to get it to work again . . . The [air conditioning unit] stopped working again in November 2019. I reported this issue to Mr. Peter, but he did not do anything.” Dews Aff. ¶ 8).

74. Several tenants have damaged floors in their units. (Brown Decl. ¶ 4); *see* Exs. 3-4, Investigator Brown Photos.

75. The Department of Consumer and Regulatory Affairs (“DCRA”) has inspected the Property numerous times and cited Defendants for violations that include: failure to provide smoke detectors and carbon monoxide detectors, failure to provide fire extinguishers, leaks, failure to maintain structures free from rodent infestation, and failure to correct defective surface conditions. (*See* Exs. 25A – 25K, DCRA Notices of Infractions).

COUNT I
(Petition for Appointment of Receiver under the Tenant Receivership Act)

76. The District incorporates by reference Paragraphs 1 through 75.

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

78. The D.C. Council enacted the TRA to protect tenants in instances where the landlord has refused to remedy dangerous housing or other code violations despite efforts to compel abatement. As stated in the 2008 Committee Report recommending adoption of the legislation:

Despite the existence of an inspections process, many tenants live in unsanitary and unsafe conditions without meaningful options for remedies. For example, reports abound of tenants living in housing units infested with vermin, of children developing respiratory problems caused by mold buildup, and of people living without heat or hot water. In the absence of a meaningful remedy, tenants are typically confronted with an impossible choice: persist in unsanitary conditions or move out. Disturbingly, some landlords have used the lack of a meaningful remedy to their advantage. Recently, the *Washington Post* reported that some landlords purposely neglected apartment units in the hope that conditions would become so intolerable that tenants would be forced to vacate their homes. Once vacant, buildings command higher prices on the market because they are more easily converted to lucrative condominiums.

Comm. Rep., B17-0729, Abatement of Nuisance Properties and Tenant Am. Act of 2008, at 2 (Nov. 14, 2008) [“Committee Report”].

79. Once appointed, the receiver shall, among other things: “Take charge of the operation and management of the rental housing accommodation and assume all rights to possess and use the building, fixtures, furnishings, records, and other related property and goods that the owner or property manager would have if the receiver had not been appointed” D.C. Code § 42-3651.06(1).

80. Defendants have operated the Property in a manner that demonstrates a pattern of neglect under D.C. Code § 42-3651.02(b). The Property has suffered from severe rodent and roach infestations; defective plumbing which has resulted in water damage and widespread leaks; elevated levels of mold; lead-paint hazards; defective heating systems leaving some tenants with no heat or extreme heat; electrical hazards; and missing fire suppression systems.

81. This ongoing pattern of neglect has lasted far beyond the statutory period of 30 consecutive days. Defendants have ignored repeated complaints from tenants and notices of violations and or infractions from DOEE. Defendants have shown themselves unwilling and incapable of undertaking the necessary actions to abate and eliminate these unhealthy and unsafe conditions.

COUNT II
(Violations of the Consumer Protection Procedures Act)

82. The District incorporates by reference paragraphs 1 through 81.

83. The District of Columbia Consumer Protection Procedures Act (“CPPA”) prohibits unfair and deceptive trade practices in connection with the offer, lease and supplying of consumer goods and services. D.C. Code § 28-3901(a)(6). Defendants offer and lease apartments to tenants, which are consumer goods and services under the CPPA.

84. The tenants in the Property are consumers because they rented their units in the Property for personal, household, or family purposes. D.C. Code §28-3901(a)(2).

85. Defendants, in the ordinary course of business, offer to lease or supply consumer goods and services and, therefore, are merchants under the CPPA. D.C. Code § 28-3901(a)(3).

86. The CPPA authorizes the Attorney General to file suit against any person the Attorney General has reason to believe “is using or intends to use any method, act, or practice [that is an unfair or deceptive trade practice] in violation of ... D.C. Code § 28-3904.” D.C. Code § 28-3909(a).

87. Under the CPPA, it is an unlawful trade practice for any person to:

(a) represent that goods or services have a source, sponsorship, approval, certification, or connection that they do not have;

* * *

(d) represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;

(e) misrepresent as to a material fact which has a tendency to mislead; [or]

(f) fail to state a material fact if such failure tends to mislead [...]

D.C. Code § 28-3904.

88. Here, Defendants committed unlawful trade practices under the CPPA when, among other acts, they:

- a. represented to tenants/consumers that the units Defendants offered to lease and did lease were in compliance or would be brought into compliance with the District's laws and regulations (including the District's housing code) when, in fact, the units were not habitable and were not maintained in a manner consistent with the District's laws and regulations;
- b. represented to tenants/consumers that the units Defendants offered to lease and did lease would be maintained free and clear of water intrusions and mold when, in fact, the units were not maintained free and clear of water intrusions and mold;
- c. represented to tenants/consumers that the units would be maintained with functioning utilities and services like heat, electricity, and running water when, in fact, the units were not maintained with functioning utilities and services;
- d. represented to tenants/consumers that the units would be maintained free and clear of rodent and pest infestations, when, in fact, the units were not maintained free and clear of those infestations;
- e. represented to tenants/consumers that Defendants have abated or would abate all housing or other code violations and any other material defects that pose a serious threat to the health, safety, or security of the tenants/consumers when, in fact, Defendants have not done so; and
- f. collected rent from tenants/consumers while failing to inform them that Defendants would continuously and systematically fail to maintain the Property in a habitable condition.

89. Defendants made the above express and implied representations, in the lease agreement and in other communications.

90. Defendants' misrepresentations and material omissions of fact both had the capacity and tendency to mislead consumers and constitute unfair and deceptive trade practices in violation of §28-3904(a), (d), (e) and (f) of the CPPA.

91. Defendants' failure to address the numerous housing or other code violations found within their buildings constitute violations of 16 DCMR § 3305. Such violations are also unlawful trade practices that violate § 28-3904(dd) of the CPPA.

92. Tenants/consumers in the District have suffered injury because of Defendants' violations of the CPPA. In particular, tenants/consumer have paid, and continue to pay, rent to Defendants while being forced to live in apartments with substantial housing or other code violations. Defendants have continued to charge and collect rent payments from tenants/consumers despite Defendants' false representations, misrepresentations, and material omissions about the conditions of the Property and their willingness to maintain it. As such, Defendants have been unjustly enriched by their unlawful acts or practices.

93. Where the Attorney General establishes a violation of the CPPA, the Court may, among other relief, award "restitution of money or property," issue a temporary or permanent injunction against the use of the unlawful "method act or practice," and award "a civil penalty of not more than \$5,000 for each violation," "the costs of the action, and reasonable attorney's fees." D.C. Code § 28-3909(a)-(b).

94. Defendant Peter Odagbodo is personally liable under the CPPA for acts that may have been performed in the name of the corporation he controlled because he possessed and/or exercised the authority to control policies and trade practices of the corporate Defendant 76 M Inc.; was responsible for creating and implementing the alleged unfair and deceptive policies and trade practices that are described in this Complaint; participated in the alleged deceptive trade practices that are described in this Complaint; directed or supervised his employees who participated in the alleged unfair and deceptive trade practices that are described in this Complaint;

and knew or should have known of the unfair and deceptive trade practices that are described in this Complaint; and had the power to stop them, but rather than stopping them, promoted their use.

COUNT III
(Violations of the Lead-Hazard Prevention and Elimination Act)

95. The District incorporates by reference paragraphs 1 through 94.

96. The District of Columbia Lead-Hazard Prevention and Elimination Act authorizes the District to inspect documents required to be maintained by an owner subject to the Act. D.C. Code § 8-231-13. Whenever lead-based paint hazards are identified, the LPEA authorizes the District to order a property owner to perform any action the District considers necessary to eliminate lead-based paint hazards. D.C. Code § 8-231.03(c). Pursuant to the LPEA and its implementing regulations, a property owner is required to reimburse the District for costs associated with an evaluation of lead-based paint hazards that result in the identification of such hazards. D.C. Code § 8-231.03(d)(1)(E); 20 DCMR § 3320.3.

97. Defendants 76 M Inc. and Peter Odagbodo are “owners” of the property as that term is defined in the Act, where lead-based paint hazards have been identified by the District. D.C. Code § 8-231-01(30).

98. Defendants 76 M Inc. and Peter Odagbodo have failed to respond to or fully comply with the Request for Inspection of Documents, Administrative Orders, Enforcement Notices and have failed to submit payment for the Invoice for Reimbursement within the time for submitting responses and payment.

99. Based on conditions described in Paragraphs 57 through 71, the District has reason to believe that other units or common areas at the Property pose “lead-based paint hazards.” D.C. Code § 8-231-01(22).

100. The LPEA authorizes the Attorney General to file suit to secure a temporary restraining order, a preliminary injunction, a permanent injunction or other appropriate relief to enforce compliance with the provisions of the LPEA. D.C. Code § 8-231.15(e). Violations of the LPEA or its implementing regulations are subject to maximum civil penalties of \$25,000 for each day of each offense. D.C. Code 8-231.15(b). The LPEA's implementing regulations also authorize the Attorney General to file a civil action for penalties and to secure other relief necessary to enforce the LPEA. 20 DCMR § 3320.8.

RELIEF REQUESTED

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

(a) Appoint a receiver who has demonstrated to the Court the expertise to develop and supervise a viable repair plan for the satisfactory rehabilitation of the multi-unit rental housing accommodations which are the subject of this lawsuit;

(b) Order that the Defendants, jointly and severally, contribute funds in excess of the rents collected from the rental housing accommodation for the purposes of abating housing or other code violations and assuring that any conditions that are a serious threat to the health, safety, or security of the occupants or public are corrected pursuant to D.C. Code § 42-3651.05(f);

(c) Award restitution against the Defendants sufficient to disgorge the rent amounts that were unlawfully charged to tenants while the Properties were maintained in violation of the District's laws and regulations, including the housing code, property maintenance code, fire code, and mold laws, and was unfairly and deceptively offered and leased pursuant to D.C. Code § 28-3909(a);

(d) Award the maximum in civil penalties in an amount to be proven at trial and as authorized per violation of the CPPA pursuant to D.C. Code § 28-3909(b)(2) and for violations of the LPEA pursuant to D.C. Code 8-231.15(b) and 20 DCMR § 3320.8(b);

(e) Enter injunctive relief as appropriate against Defendants for the use of any unfair or deceptive trade practices pursuant to D.C. Code § 28-3909(a);

(f) Order Defendants to comply with the Request for Information and the Administrative Order pursuant to D.C. Code § 8-231-13 and D.C. Code § 8-231.03(c), respectively, of the LPEA;

(g) Enter injunctive relief as appropriate against Defendants to eliminate and/or abate all lead-paint based hazards at the Property pursuant to D.C. Code § 8-231.15(e);

(h) Award all allowable costs;

(i) Award reasonable attorney's fees pursuant to D.C. Code § 28-3909(b); and

(j) Provide any other relief deemed appropriate by the Court, including a permanent injunction against any further violation of the CPPA.

JURY DEMAND

The District of Columbia hereby demands a trial by jury by the maximum number of jurors permitted by law.

Dated: February 13, 2020

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

/s/ Benjamin M. Wiseman
BENJAMIN M. WISEMAN [1005442]
Director, Office of Consumer Protection

/s/ Argatonia D. Weatherington

ARGATONIA D. WEATHERINGTON [1021691]
Acting Chief, Social Justice Section

/s/ Stephon D. Woods

STEPHON D. WOODS [1025232]
Assistant Attorney General
441 4th Street, N.W., Suite 630 South
Washington, D.C. 20001
(202) 724-5319 (phone)
(202) 715-7728 (e-fax)
Email: Stephon.Woods@dc.gov

Attorneys for the District of Columbia



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

DISTRICT OF COLUMBIA

 Plaintiff

vs.

Case Number _____

76 M INC.

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Stephon D. Woods

Clerk of the Court

 Name of Plaintiff's Attorney

441 4th Street NW, Suite 630 South

By _____

Address

Deputy Clerk

Washington, DC 20001

(202) 724-5319

Date _____

Telephone

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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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TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
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Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

DISTRICT OF COLUMBIA

_____ Demandante
 contra

Número de Caso: _____

76 M INC. _____
 Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Stephon D. Woods _____
 Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

441 4th Street NW, Suite 630 South _____
 Dirección
 Washington, DC 20001 _____

Por: _____
 Subsecretario

(202) 724-5319 _____
 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, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés
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Telephone: (202) 879-1133 Website: www.dccourts.gov

DISTRICT OF COLUMBIA

 Plaintiff

vs.

Case Number _____

PETER ODAGBODO

 Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Stephon D. Woods

Clerk of the Court

 Name of Plaintiff's Attorney

441 4th Street NW, Suite 630 South

By _____

Address

Deputy Clerk

Washington, DC 20001

(202) 724-5319

Date _____

Telephone

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DISTRICT OF COLUMBIA

_____ Demandante
 contra _____

Número de Caso: _____

_____ Demandado
 PETER ODAGBODO

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Stephon D. Woods
 Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

441 4th Street NW, Suite 630 South
 Dirección
 Washington, DC 20001

Por: _____
 Subsecretario

(202) 724-5319
 Teléfono

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, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

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