

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

HANDLE 19, INC.)
)
Address:)
c/o Offit Kurman)
1325 G Street NW)
Suite 500)
Washington, DC)
)
Plaintiff)
)
v.) Case No:
) Judge:
)
319 PENN, LLC)
)
Address:)
3920 Northampton Street NW)
Washington, DC 20009)
)
)
and)
)
SCOTT SPECTOR)
)
Address:)
7200 Wisconsin Avenue, Suite 1102)
Bethesda, Maryland 20814)
)
)
and)
)
Any and all subsequent tenants)
of 319 Pennsylvania Avenue SE)
)
)
and)
)
Any and all subsequent owners)
of 319 Pennsylvania Avenue SE)
)
)
Defendants)
)
_____)

COMPLAINT

Plaintiff Handle 19, Inc. (“H19”), through undersigned counsel, hereby submits the following Complaint against Defendants 319 Penn, LLC (“Landlord”), Scott Spector (“Mr. Spector”), and any and all subsequent tenants and owners of the real property at 319 Pennsylvania, Avenue, SE (collectively, “Defendants”). In support of its complaint, H19 states as follows:

JURISDICTION

1. This Court has subject matter jurisdiction over this dispute because it concerns business transactions conducted within the District of Columbia.

2. This Court has jurisdiction pursuant D.C. Code § 11-921, D.C. Code § 13-422, and D.C. Code § 13-423.

3. The acts alleged in this Complaint involve property located in the District of Columbia, and therefore, venue is proper in the Superior Court of the District of Columbia.

PARTIES

4. H19 is a District of Columbia corporation that is active and in good standing.

5. Landlord is a District of Columbia limited liability company that is active and in good standing. Landlord is the record owner of the real property located at 319 Pennsylvania Avenue SE, Washington, DC 20009 (“Property”).

6. Scott Spector is, upon information and belief, a resident of the state of Maryland. At all times relevant to the allegations herein, he has served as a managing member of the Landlord and has solely directed its conduct.

FACTS

Terms of the Lease

7. H19 is a hospitality business that is based in the District of Columbia.

8. In or around May 2019, H19 began to make plans to open and operate a restaurant that contained a sports wagering component as part of the concept.

9. On or about May 15, 2020, H19 entered into a Retail Lease Agreement (“Lease”) with the Landlord. A true and accurate copy of the Lease is attached hereto as Exhibit A.

10. The Lease was for the entire Property and allowed for H19 to open up a full service bar restaurant with a sports betting component.

11. The term of the Lease was for ten (10) years, with two five (5) year options to renew. The initial base rent for the Property was \$22,916.67 per month, with annual rent increases throughout the term of the Lease.

12. At the time the Lease was executed, there were repairs that needed to be done to the Property to prepare it for H19’s intended use, and as a result, Landlord agreed to provide H19 with a \$100,000 tenant improvement allowance, which was to be used to reimburse H19 for improvements and repairs that it made to the Property.

13. At or around the time that H19 executed the Lease, it paid a partial security deposit of \$27,916.66 (“Security Deposit”) to the Landlord. The Security Deposit remains in possession of the Landlord.

14. The Lease provided that H19’s obligation to pay rent would commence upon the occurrence of certain events, but under any circumstance, the obligation to pay rent would commence no later than March 1, 2021.

H19 Property Use

15. On June 1, 2020, H19 took possession of the Property per the terms of the Lease.

16. Upon taking possession of the Property, H19 spent thousands of dollars toward abating a rodent and vermin problem that existed at the Property.

17. Upon taking possession, H19 also began to invest significant amounts of money into improvements to the Property, including investing in improvements for the kitchen, food storage, and the HVAC.

18. On June 30, 2020, H19 entered into a contract for restaurant management services (“Restaurant Management Contract”) with PHFBM Corp. (“PHFBM”). The purpose of the Restaurant Management Contract was, *inter alia*, to provide food and beverage services to H19’s business.

19. Upon execution of the Restaurant Management Contract, PHFBM also began investing money into the Property’s kitchen to prepare for the opening of the business. PHFBM also began moving personal property and equipment into the space in preparation for opening.

Alternative Opening Plans

20. On August 7, 2020, H19 applied for a Restaurant Class CR liquor license from Alcoholic Beverage Regulation Administration (“ABRA”) and sought to have a sports wagering endorsement on the license to allow sports betting to be conducted at the Property while alcohol was being served.

21. After several months of discussions with the local Advisory Neighborhood Commission 6B (“ANC”), on November 16, 2020, the ANC filed a formal protest of H19’s liquor license application with ABRA. Upon the filing of the protest, H19 and the ANC began to engage in settlement discussions to find a resolution that would allow H19 to obtain its liquor license and provide sports wagering under certain conditions. These discussions were ongoing but abruptly terminated in mid-to-late March 2021 by the ANC.

22. In February 2021, H19 was required to withdraw its application for a Class B Sports Wagering Operator’s license from the Office of Lottery and Gaming (“OLG”), which regulates

sports betting in the District of Columbia. After subsequent discussions with OLG, H19 made plans to correct certain issues with its application and re-apply for a sports wagering license.

23. In the interim, while H19's sports wagering license was pending, H19 and PHFBM began to discuss plans to open the restaurant initially without sports wagering. However, due to the occupancy limits that were in place on hospitality businesses at the time as a result of the public health emergency caused by Covid-19, H19 would suffer financial hardship if such a plan was pursued.

24. Accordingly, on April 13 and 14, H19 requested a payment plan pursuant to the emergency Covid-19 legislation that was in effect. Landlord refused to provide H19 with a payment plan application or engage in any good faith discussion concerning same.

25. Landlord also refused to disclose if it was receiving any mortgage relief from the lender that had a deed of trust on the Property. Upon information and belief, Landlord was receiving deferments of mortgage payments or some benefits from its lender as a result of Covid-19.

Illegal Eviction and Interference with Business

26. On March 1, 2021, H19's initial rental payment was due and, on that date, it failed to make payment.

27. On March 16, after series of discussions between the parties, Landlord emailed H19 to say "I will give you until close of business on Thursday. I want to be crystal clear-if you do not pay rent in March per the prescribed amount, I cannot keep the lease in effect."

28. Two days later, Landlord further contacted H19 to state "We did not hear from you by COB today so I assume you have no updates and we will proceed with our plan to terminate the lease and notify the various governmental organizations."

29. H19 responded to this email on March 23 to inform the Landlord that it continued to pursue its liquor license for the Property and that it was “still in the process of weighing our options.”

30. Indeed, H19 was continuing to weigh its options. At that time, H19 was exploring opening without sports wagering, and operating solely as a restaurant and bar while its renewed sports wagering license was pending. H19 was also in the process of pursuing additional investment.

31. Landlord responded to H19’s March 23 email that same day, saying “We are going to terminate the Lease as we have the right to do and also as discussed notify the ANC and Alcohol Control Board that the Lease is terminated. You have not operated in good faith. We will not be strung along any further.”

32. On March 30, 2021, representatives from PHFBM attempted to access the Property on behalf of themselves and H19 but were denied access by a representative of the Landlord. Upon information and belief, at this time, the Landlord had also changed the locks to the Property.

33. As of March 30, 2021, the Landlord had failed to formally notice a default under the Lease.

34. As of March 30, 2021, the Landlord was prohibited from pursuing an eviction under District of Columbia law.

35. As of March 30, 2021, the Landlord had no lawful basis to interfere with H19’s possession of Property.

36. To date, Landlord has not obtained an order or judgment from a Court of competent jurisdiction terminating H19’s leasehold interest in the Property.

37. To date, Landlord has not obtained an order or judgment from a Court of competent

jurisdiction allowing it to retake possession of the Property.

38. The fact that the Landlord illegally locked H19 out of the Property was brought to Landlord's attention that same day. Landlord refused to acknowledge any wrongdoing and instead stated that it would allow "[n]othing [to] [] be removed from the space until the Lease Termination Agreement is finalized."

39. In subsequent communications to H19, the Landlord further reiterated its position stating: "You will not be allowed access to the space until we have agreed on what equipment is to be removed, the termination agreement is fully executed and we have evidence that you have paid all of your Pepco and utility bills."

40. In short, Landlord was using the illegal lock out and possession of H19's personal property as a means to leverage formal termination of the Lease.

41. Moreover, Landlord, and its principal Mr. Spector, took formal steps to interfere with H19's alternative plans for the space. Mr. Spector personally contacted the ANC to inform them that he had terminated the Lease, which was a false statement as a matter of law. Upon receiving this information, the ANC ceased settlement discussions with H19 concerning the issuance of its liquor license.

42. Landlord also refused to offer a payment plan to H19, which it was required to do under the emergency Covid-19 legislation that was enacted by the District of Columbia Council. Such a payment plan would have been an important aspect of H19's plans to open without sports gambling due to the occupancy limits that existed for retail businesses at the time.

43. To date, Landlord has refused to return possession of the Property to H19. Nevertheless, Landlord has continued to demand rent for April 2021 and May 2021, despite having locked H19 out of the Property and depriving it of access.

44. Landlord is also presently attempting to Lease the Property to a new tenant and is actively marketing the Property for sale. Upon information and belief, the Landlord illegally terminated the tenancy to make any sale of the property easier.

COUNT I – Declaratory Relief
(Landlord Defendant)

45. H19 hereby fully incorporates the preceding paragraphs by reference.

46. A dispute exists amongst the parties concerning the continuing validity of the Lease and the parties' respective obligations as a result of the Landlord's lockout.

47. H19 has been unable to utilize the Property for its intended use and has further been deprived of its ability to access important personal property and equipment necessary to operate its business at an alternative location.

48. As a result, H19 is entitled to a declaratory ruling from the Court finding that all its obligations under the Lease, and any related guaranty are void.

49. As a result, H19 is entitled to a declaratory ruling from the Court finding that its Security Deposit shall be returned to it in full.

50. H19 is entitled to a declaratory ruling from the Court allowing it access to the Property to remove all personal property, personal effects, and equipment located therein.

COUNT II – Breach of Contract
(Landlord Defendant)

51. H19 hereby fully incorporates the preceding paragraphs by reference.

52. Landlord leased the Property for H19 for a ten (10) year term. As a result, H19 had a leasehold interest in the Property.

53. Landlord breached the terms of the Lease by changing the locks and depriving H19 of access to the Property without legal authority to do so.

54. Landlord breached the terms of the Lease by changing the locks and depriving H19 of access to the Property without first giving it formal notice of any default and allowing it any right to cure.

55. Landlord breached the terms of the Lease by failing to provide H19 with reimbursement for capital improvements that were made to the Property while H19 was in possession.

56. Landlord breached the terms of the Lease by failing to return the Security Deposit.

57. Landlord breached the terms of the Lease by illegally evicting H19.

58. H19 has been damaged as a result of the Landlord's actions in that it has been deprived of the benefits of use of the Property and the benefits of the improvements made therein.

59. H19 has been damaged as a result of the Landlord's actions in the form of the deprivation of its Security Deposit.

60. H19 has been damaged as a result of the Landlord's actions in the form of deprivation of access to personal property and equipment that remains at the Property.

61. H19 has been damaged as a result of the Landlord's actions in the form of damage to its business, loss of business opportunity, and lost profits.

COUNT III – Breach of Covenant of Good Faith and Fair Dealing
(Landlord Defendant)

62. H19 hereby fully incorporates the preceding paragraphs by reference.

63. Landlord breached the Lease by intentionally depriving H19 of access and possession of the Property.

64. Landlord did this in an effort to illegally evict H19 and, upon information and belief, to assist and make easier its sale of the Property to a potential third party buyer.

65. Landlord did this in an effort to force H19 to sign an unfavorable Lease termination

agreement.

66. Landlord's conduct was done in bad faith and was both arbitrary and capricious.

67. Landlord willfully evaded the spirit of the Lease, willfully rendered imperfect performance of the Lease, and willfully interfered with performance by H19.

68. Landlord's breach of the covenant of good faith and fair dealing caused damages to H19.

COUNT IV – Illegal Eviction and Self Help
(All Defendants)

69. H19 hereby fully incorporates the preceding paragraphs by reference.

70. Landlord changed the locks on the Property without consent of H19 and intentionally deprived H19 access to the Property.

71. Landlord changed the locks on the Property while H19's personal property and equipment was inside the Property, thereby depriving H19 of access and use of the same.

72. Landlord's action in changing the locks was not done pursuant to legal process and in fact was done while an eviction moratorium was in place due to Covid-19.

73. Landlord's conduct constitutes an illegal eviction and illegal self-help under District of Columbia law.

74. At all times relevant, Mr. Spector directed the actions of the Landlord concerning the Property. Landlord's illegal lockout was done at Mr. Spector's direct instruction, along with his knowledge and consent. Mr. Spector actively participated in the illegal eviction of Handle 19.

75. After locking H19 out of the Property, Mr. Spector attempted to use the illegal eviction, and unlawful retention of H19's personal property and equipment, as a mechanism to leverage a formal lease termination under favorable terms to the Landlord.

76. Mr. Spector was informed that his conduct was illegal on numerous occasions either

directly or through counsel, and nevertheless, he persisted.

77. Mr. Spector is liable for the tortious conduct of the Landlord because at all times, it was carried out at his direction and with his explicit knowledge.

78. Defendants' conduct was willful and designed to cause economic injury to H19.

79. Defendants' conduct was done with ill will, recklessness, wantonness, oppressiveness, and a willful disregard of H19's rights.

80. As a result, H19 is entitled to compensatory and punitive damages for its wrongful eviction.

COUNT V – Conversion
(All Defendants)

81. H19 hereby fully incorporates the preceding paragraphs by reference.

82. Defendants have deprived H19 of access to its equipment and personal property within the Property.

83. Defendants have maintained possession over H19's property and equipment without legal right to do so.

84. Defendants have maintained possession over H19's Security Deposit without legal right to do so.

85. Defendants continued to deprive H19 of its personal property, equipment, and Security Deposit notwithstanding several requests to return the aforementioned.

86. Defendants actions are contrary to H19's legal property rights in the personal property, equipment, and Security Deposit that remain in the Property.

87. H19 has been damaged by the Defendants' willful failure to return its personal property and equipment, and will continue to be damaged as long as it is deprived of its property.

COUNT VI – Tortious Interference
(All Defendants)

88. H19 hereby fully incorporates the preceding paragraphs by reference.

89. H19 was in the process of setting up a bar and restaurant at the Property.

90. Defendants were aware of H19’s business plans.

91. Defendants intentionally interfered with H19’s business plans by, *inter alia*, illegally locking H19 out of the Property, depriving H19 access to its personal property and equipment in the Property, and falsely informing the ANC that the Lease was being terminated thereby halting settlement negotiations for H19’s liquor license.

92. H19 has been damaged as a result of this conduct in an amount to be proven at trial.

PRAYER FOR RELIEF

Based on the above allegations, H19 requests the Court enter judgment:

1. Declaring that the Lease is void as a result of Defendants’ illegal eviction;
2. Declaring that H19’s obligations under the Lease are extinguished and invalid;
3. Declaring that the Security Deposit paid pursuant to the Lease be returned in full;
4. Declaring that H19 shall be reimbursed by Landlord for all costs it expended in improving the Property;
5. Declaring that Landlord shall provide reasonable access to H19 for the purpose of removing all personal property, equipment, and other effects at the Property;
6. Awarding compensatory damages in an amount to be proven at trial but not less than \$1 Million Dollars;
7. Awarding punitive damages in an amount not less than \$1 Million Dollars;
8. Awarding H19 all costs and attorneys’ fees associated with the present case; and
9. Awarding all other appropriate relief.

Respectfully, submitted,

OFFIT KURMAN, P.A.

/s/Ian G. Thomas

Ian Thomas (Bar No. 1021680)

Tracy Buck (Bar No. 1021540)

1325 G Street NW, Suite 500

Washington, DC 20005

(202) 393-8100

(202) 393-2104

ithomas@offitkurman.com

tracy.buck@offitkurman.com

Attorneys for Plaintiff

Superior Court of the District of Columbia

Handle 19, Inc. CIVIL DIVISION- CIVIL ACTIONS BRANCH

c/o INFORMATION SHEET
Offit Kurman

1325 G Street, NW, Suite 500 Case Number: _____
Washington, DC 20005

319 Penn, LLC, Et. Al. vs Date: June 4, 2021
3920 Northampton Street, NW
Washington, DC 20009

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

Name: <i>(Please Print)</i> Ian G. Thomas, Esq	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Offit Kurman PA	
Telephone No.: 202-393-8100 Six digit Unified Bar No.: 1021680	

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ 1,000,000.00 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS	COLLECTION CASES	
<input checked="" type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <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 <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied
B. PROPERTY TORTS		
<input type="checkbox"/> 01 Automobile <input type="checkbox"/> 02 Conversion <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
<input type="checkbox"/> 03 Destruction of Private Property <input type="checkbox"/> 04 Property Damage		
<input type="checkbox"/> 05 Trespass		
C. PERSONAL TORTS		
<input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 08 Fraud	<input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 23 Tobacco <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) |
| <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 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) | |

/s/ Ian G. Thomas, Esq.

Attorney's Signature

June 4, 2021

Date



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

HANDLE 19, INC.

Plaintiff

vs.

Case Number _____

319 PENN, LLC

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.

Ian G. Thomas, Esq.

Clerk of the Court

Name of Plaintiff's Attorney

1325 G Street, NW, Suite 500

Address

Washington, DC 20005

202-393-8100

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하 시면, (202) 879-4828 로 전화주세요. የአገልግሎት ትርጉም ለማግኘት (202) 879-4828 ይያው቉

By _____

Deputy Clerk

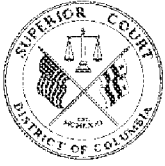
Date _____

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

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

See reverse side for Spanish translation

Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

HANDLE 19, INC.

Demandante

contra

Número de Caso: _____

319 PENN, LLC

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.

Ian G. Thomas, Esq.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

1325 G Street, NW, Suite 500

Por: _____

Dirección

Washington, DC 20005

Subsecretario

202-393-8100

Fecha _____

Teléfono

如需翻译, 请打电话 (202) 879-4828

Veillez appeier au (202) 879-4828 pour une traduction

Đề có một bản dịch, hãy gọi (202) 879-4828

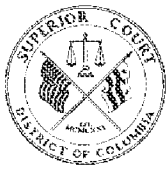
번역이 필요하면 (202) 879-4828 로 전화하십시오

የአገልግሎት ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, 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 pedir ayuda al respecto.

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

HANDLE 19, INC.

Plaintiff

vs.

Case Number _____

SCOTT SPECTOR

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.

Ian G. Thomas, Esq.

Clerk of the Court

Name of Plaintiff's Attorney

1325 G Street, NW, Suite 500

Address

Washington, DC 20005

202-393-8100

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하 시면, (202) 879-4828 로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይያውቱ

By _____

Deputy Clerk

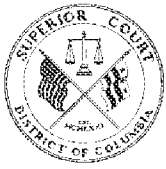
Date _____

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

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

See reverse side for Spanish translation

Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

HANDLE 19, INC.

Demandante

contra

Número de Caso: _____

SCOTT SPECTOR

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.

Ian G. Thomas, Esq.
 Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

1325 G Street, NW, Suite 500
 Dirección
Washington, DC 20005

Por: _____
 Subsecretario

202-393-8100
 Teléfono

Fecha _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeier au (202) 879-4828 pour une traduction Đé có một bài dịch, hãy gọi (202) 879-4828
 如需翻译, 请打电话 (202) 879-4828 如需翻译, 请打电话 (202) 879-4828 የአገልግሎት ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

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