

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

TERRI CHANDLER,
1330 Congress Street SE, Apt. 3
Washington, D.C. 20032;

DEBBIE DYKES,
1362 Congress Street SE, Apt. 2
Washington, D.C. 20032;

COLLETTE NEWBY,
1200 Mississippi Avenue SE
Washington, D.C. 20032;

EARLENE WILLIAMS,
1407 Alabama Avenue SE
Washington, D.C. 20032,

individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**S.E. WASHINGTON DEVELOPMENT
ASSOCIATES L.P.,**
7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

**S.E. WASHINGTON DEVELOPMENT
ASSOCIATES II, L.P.,**
7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

CONGRESS PARK PARTNER, L.P.,
7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

CONGRESS PARK PARTNER II, L.P.,
7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

**NEW CONGRESS PARK PARTNER,
LLC,**

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

**NEW CONGRESS PARK PARTNER II,
LLC,**

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

SEWD PARTNERS LLC,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

NEW SEWD PARTNER II, LLC,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

MID-CITY CONGRESS, LLC,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

MID-CITY CONGRESS II, LLC,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

**URBAN ATLANTIC DEVELOPMENT,
LLC,**

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

**EDGEWOOD MANAGEMENT CORP.
d/b/a PRATUM COMPANIES-
MANAGEMENT AND ADVISORY
SERVICES,**

9711 Washingtonian Boulevard, Suite 200
Gaithersburg, Maryland 20878;

**THE FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT
LLC,**

300 32nd Street, Suite 310
Virginia Beach, Virginia 23451;

LOIS S. FRIED,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

VICTORIA DAVIS,

7735 Old Georgetown Road, Suite 600
Bethesda, Maryland 20814;

and

JOHN DOES #1-10,

Defendants.

COMPLAINT

COMES NOW Plaintiffs Terri Chandler, Debbie Dykes, Collette Newby, and Earlene Williams (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated (the “Classes,” as more fully defined below), by their undersigned counsel, and file this class action complaint against Defendants S.E. Washington Development Associates, L.P.; S.E. Washington Development Associates II, L.P.; Congress Park Partner, L.P.; Congress Park Partner II, L.P.; New Congress Park Partner, LLC; New Congress Park Partner II, LLC; SEWD Partners LLC; New SEWD Partner II, LLC; Mid-City Congress, LLC; Mid-City Congress II, LLC; Urban Atlantic Development, LLC; The Franklin Johnston Group Management & Development, LLC; Edgewood Management Corporation d/b/a Pratum Companies-Management and Advisory Services; Lois S. Fried; Victoria Davis; and John Does #1-10 (collectively “Defendants”), and in support thereof state as follows:

I. INTRODUCTION

1. Defendants own, operate, and/or manage Congress Park I and Congress Park II Apartments (“Congress Park”), a 377-unit federally subsidized housing complex located in Ward 8 of the District of Columbia.

2. Ward 8 is one of the District’s poorest neighborhoods, where more than 80% of residents are Black. Congress Park’s residents are predominantly low-income Black families who depend on federal Section 8 rental subsidies for housing.

3. For years, despite repeated notice from residents, regulators, inspectors, courts, maintenance records, code-enforcement proceedings, public reporting, and their own property-management systems, Defendants failed to maintain Congress Park in safe, sanitary, habitable, and legally compliant condition while continuing to collect rent and federal housing subsidy payments.

4. This case challenges Defendants' property-wide failure to provide the housing-related services they were required to provide by lease, statute, regulation, and District law, including maintenance, repairs, common-area upkeep, security-related infrastructure, inspection responses, remediation, and habitability-related services.

5. Defendants' centralized ownership, management, staffing, budgeting, maintenance, security, inspection-response, and remediation practices produced recurring deficient housing-related services throughout Congress Park.

6. Those recurring failures affected shared building systems, common areas, security-related infrastructure, and numerous dwelling units across the property, including roofs, plumbing, HVAC, electrical systems, pest control, mold remediation, lighting, entry systems, trash systems, and exterior maintenance.

7. Plaintiffs seek relief for diminished housing-service value, diminished habitability-related services, diminished common-area and security-related services, loss of use and enjoyment, out-of-pocket losses, and other damages arising from Defendants' property-wide course of conduct.

II. PARTIES

A. Plaintiffs

8. Terri Chandler is a resident of the District of Columbia and has resided at Congress Park for approximately 25 years.

9. Debbie Dykes is a resident of the District of Columbia and has resided at Congress Park for approximately 40 years.

10. Collette Newby is a former resident of the District of Columbia who resided at Congress Park for approximately 15 years.

11. Earlene Williams is a resident of the District of Columbia and has resided at Congress Park for approximately 2 years.

B. The Property Ownership Entity Defendants

12. S.E. Washington Development Associates, L.P. (“SWDA”) (registered with the Department of Licensing and Consumer Protection (“DLCP”) under File No. 004899), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited partnership formed on May 6, 1999, that owns Congress Park I. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

13. S.E. Washington Development Associates II, L.P. (“SWDA II”) (registered with the DLCP under File No. P20109), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited partnership formed on November 7, 2000, that owns Congress Park II. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

14. At all times relevant to this Complaint, SWDA and SWDA II (collectively, the “Ownership Defendants”) owned Congress Park and received federal housing subsidies for the maintenance and operation of the property.

C. The Intermediate Holding Entity Defendants

15. Congress Park Partner, L.P. (“CPP”) (registered with the DLCP under File No. 009299), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited partnership that serves as the General Partner of SWDA. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

16. Congress Park Partner II, L.P. (“CPP II”) (registered with the DLCP under File No. P20112), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited partnership that, upon information and belief, serves as the General Partner of SWDA II. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

17. New Congress Park Partner, LLC (“New CPP”) (registered with the DLCP under File No. L00005263128), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited liability company that serves as the General Partner of SWDA. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

18. New Congress Park Partner II, LLC (“New CPP II”) (registered with the DLCP under File No. L00005263145), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited liability company that serves as the General Partner of SWDA II. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

19. SEWD Partners LLC (“SEWD Partners”) (registered with the DLCP under File No. L03805), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a Delaware limited liability company that serves as the General Partner of CPP. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

20. New SEWD Partner II, LLC (“New SEWD II”) (registered with the DLCP under File No. L00005294461), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a District of Columbia limited liability company that serves as the Managing Member of

New CPP II. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

21. Mid-City Congress, LLC (“MCC”) (formed in Delaware under File No. 2997461), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a Delaware limited liability company that serves as a Member of SEWD Partners. This Defendant may be served via its Registered Agent, National Registered Agents, Inc., at 1209 Orange Street, Wilmington, DE 19801.

22. Defendant Mid-City Congress II, LLC (“MCC II”) (formed in Delaware under File No. 3314033), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a Delaware limited liability company that serves as a Member of New SEWD II. This Defendant may be served via its Registered Agent, National Registered Agents, Inc., at 1209 Orange Street, Wilmington, DE 19801.

23. At all times relevant to this Complaint, CPP, New CPP, New CPP II, SEWD Partners, New SEWD II, MCC, and MCC II (collectively, the “Intermediate Holding Defendants”) exercised governance and control over the Ownership Defendants through their roles as general partners, managing members, and members in the ownership chain. By virtue of their control over the Ownership Defendants, the Intermediate Holding Defendants participated in and directed decisions concerning the maintenance, security, and habitability of Congress Park.

D. The Controlling Entity Defendant

24. Urban Atlantic Development, LLC (“Urban Atlantic” or “Controlling Defendant”) (registered with the DLCP under File No. L07168), located at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is a Delaware limited liability company that develops and invests in commercial real estate projects throughout the Washington, D.C. metropolitan area. Urban

Atlantic serves as the Manager of MCC and MCC II. DLCP records identify the True Legal Name of this Defendant as Mid-City Urban, LLC. This Defendant may be served via its Registered Agent, C T Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

25. At all times relevant to this Complaint, Urban Atlantic exercised ultimate governance and control over Congress Park through its management of MCC and MCC II, which sit atop the ownership chain. By virtue of this control, Urban Atlantic participated in and directed decisions concerning the maintenance, security, and habitability of Congress Park.

E. Property Management Entity Defendants

26. The Franklin Johnston Group Management & Development, LLC (“Franklin Johnston”) (registered with the DLCP under File No. L00005787062), located at 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451, is a Virginia limited liability company that has served as the property management company for Congress Park since at least 2021 and operates in the District of Columbia under the trade name “Franklin Group Companies, LLC.” This Defendant may be served via its Registered Agent, Cogency Global Inc., at 1025 Connecticut Avenue NW, Suite 712, Washington, D.C. 20036.

27. Edgewood Management Corporation d/b/a Pratum Companies-Management and Advisory Services (“Edgewood”) (registered with the DLCP under File No. 871775), located at 9711 Washingtonian Boulevard, Suite 200, Gaithersburg, Maryland 20878, is a Maryland corporation that served as the property management company for Congress Park from at least 2000 through approximately 2021. This Defendant may be served via its Registered Agent, CT Corporation System, at 1015 15th Street NW, Suite 1000, Washington, D.C. 20005.

28. At all times relevant to this Complaint, Edgewood and Franklin Johnston (collectively, the “Management Defendants”) were responsible for the day-to-day maintenance,

security, and operation of Congress Park. In performing those responsibilities, the Management Defendants acted as agents of all other Defendants, and their acts and omissions are attributable to all other Defendants.

F. Individual Defendants

29. Lois S. Fried, who may be served at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is co-founder and managing partner of Urban Atlantic and beneficial owner of Urban Atlantic, SWDA, SWDA II, CPP, New CPP, and New CPP II. Defendant Fried appears as a party to recorded instruments encumbering Congress Park, including a Trust Subordination Agreement dated September 18, 2023, an Agreement dated July 6, 2023, and a Trust dated April 21, 2016. In these capacities, Defendant Fried exercised governance and decision-making authority over Congress Park.

30. Victoria Davis, who may be served at 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814, is co-founder and managing partner of Urban Atlantic. DLCP records identify Defendant Davis as a beneficial owner of Urban Atlantic. At all times relevant to this Complaint, Defendant Davis acted on behalf of the Congress Park ownership entities, including by attending meetings concerning the property and responding to concerns raised by Congress Park residents. In these capacities, Defendant Davis exercised governance and decision-making authority over Congress Park.

31. John Does #1-10 are fictitious names for individuals and/or entities who owned, operated, governed, controlled, and/or managed Congress Park during times relevant to this action, and whose true identities are not yet known to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to substitute the true names of these Defendants when ascertained.

III. THE DEFENDANT ENTITIES' RELATIONSHIPS AND COMMON CONTROL

32. The Defendant entities share common ownership and control, overlapping management, coordinated decision-making, and common representation regarding Congress Park. This structure enables Defendants to claim ownership when seeking government funding and tax benefits while simultaneously asserting corporate separateness to evade liability for the uninhabitable and unsafe living conditions they have created.

33. The Defendant entities share common infrastructure, operations, and administration, including:

- a. The same principal business address: 7735 Old Georgetown Road, Suite 600, Bethesda, Maryland 20814;
- b. The same communications systems, with the Ownership Defendants listing (301) 280-6603 as their contact telephone number, which is a line within the Controlling Defendant's telephone block, whose main number is (301) 280-6600;
- c. The same registered agent for service of process in the District of Columbia: CT Corporation System; and
- d. The same legal counsel in litigation arising from conditions at Congress Park, with the Ownership Defendants, Franklin Johnston, and related entities consistently represented by attorneys from Offit Kurman, P.A.¹

34. The Defendant entities have held themselves out as sharing common ownership and control over Congress Park, as evidenced by:

¹ See, e.g., *Stacey Williams v. SE Washington Development Associates*, No. 2024-CAB-002077 (D.C. Super. Ct. filed Apr. 4, 2024); *Chakeatia Jackson v. SE Washington Development Associates II LP*, No. 2020-CAB-001234 (D.C. Super. Ct. filed Feb. 18, 2020).

- a. Communications with D.C. Councilmember Trayon White that led the Councilmember to publicly identify the Controlling Defendant as the “Owner” of Congress Park in a May 2023 Instagram post²;
- b. Communications with the District of Columbia Board of Zoning Adjustment, including a December 12, 2022 letter signed by Fried on Urban Atlantic letterhead authorizing legal counsel to act on behalf of SWDA II, with a signature block expressly identifying the chain of control (SWDA II, by New CPP II as its General Partner, by New SEWD II as its Managing Member, by MCC II as its Member, by the Controlling Defendant as its Manager)³ and a December 12, 2022 affidavit from Alan Lederman, Managing Director of Development at Urban Atlantic, stating that SWDA II and Urban Atlantic are “related” entities⁴;
- c. Corporate entity filings identifying common beneficial ownership across multiple entities in the ownership chain, including DLCP records identifying Defendant Fried and J. David Page as beneficial owners and governors of CPP, New CPP, and New CPP II, and DLCP records identifying Defendant Fried and Defendant Davis as beneficial owners of the Controlling Defendant;

² Trayon White (@trayonwhite), Instagram available at https://www.instagram.com/p/Cr5och2A2G2/?img_index=1 (May 6, 2023).

³ Authorization Letter, Application for Two-Year Time Extension of BZA Order No. 20158A, Case No. 20158B, Ex. 2 (D.C. Bd. of Zoning Adjustment Dec. 12, 2022), available at <https://app.dcoz.dc.gov/CaseReport/ViewExhibit.aspx?exhibitId=296018>.

⁴ Affidavit in Support of BZA Extension Request BZA Order Nos. 20158 and 20158A, Case No. 2015B, Ex. 6 (D.C. Bd. of Zoning Adjustment Dec. 12, 2022), available at <https://app.dcoz.dc.gov/CaseReport/ViewExhibit.aspx?exhibitId=296022>.

- d. Recorded instruments encumbering Congress Park that name the entity Defendants and individuals signing on their behalf, including a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded July 6, 2023 (containing signatures for SWDA II, CPP II, SEWD II; and Page); a Multifamily Deed of Trust, Assignment of Rents and Security Agreement recorded February 7, 2020 (containing signatures for SWDA, CPP, SEWD, MCC, Urban Atlantic, and Page and Defendant Fried); a Deed of Trust, Assignment of Rents and Security Agreement recorded April 21, 2016 (containing signatures for SWDA II, CPP II, MCC II, Urban Atlantic, and Page and Defendant Fried); a Trust Subordination Agreement recorded April 21, 2016 (containing signatures for SWDA II, CPP II, MCC II, Urban Atlantic, and Page and Defendant Fried); a Deed of Trust, Assignment of Rents and Security Agreement recorded December 28, 2015 (containing signatures for SWDA, CPP, SEWD, MCC, Urban Atlantic, and Page and Defendant Fried); a Modification recorded April 8, 2009; and a Trust dated February 13, 2004 (containing signatures for SWDA II, CPP II, SEWD II, and Page); and
- e. Other recorded instruments regarding parties' operations and property agreements including a Lease Assignment recorded July 6, 2023 (including signatures for SWDA II, CPP II, SEWD II, and Page); a Use Agreement recorded July 6, 2023 (containing signatures for SWDA II, CPP II, SEWD II, MCC II, Urban Atlantic, and Page and Defendant Fried); a Subordination Agreement recorded September 18, 2023 (containing signatures for SWDA II, CPP II, SEWD II, MCC II, Urban Atlantic, and Page and Defendant Fried); an

Easement recorded December 28, 2015 (containing signatures for SWDA II, CPP II, SEWD II, MCC II, Urban Atlantic, and Page and Defendant Fried); a Use Agreement recorded February 13, 2004 (containing signatures for SWDA II, CPP II, SEWD II, and Page); and a Use Agreement recorded March 30, 2000 (containing signatures for SWDA, CPP, SEWD, MCC, Mid-City Urban, and Page and Defendant Davis).

35. At all times relevant to this Complaint, the Defendant entities operated as a single enterprise with unity of interest and ownership such that the separate personalities of the entities did not meaningfully exist with respect to the ownership, governance, management, and operation of Congress Park.

36. Defendants operated Congress Park through a layered but commonly controlled ownership and management structure in which formal distinctions among entities did not reflect the reality of decision-making concerning maintenance, security, capital expenditures, and habitability. Adherence to those formal distinctions would work an inequitable result by allowing those who controlled and benefited from ownership of Congress Park to avoid responsibility for the conditions they caused and perpetuated.

IV. JURISDICTION AND VENUE

37. This Court has subject matter jurisdiction over this action pursuant to D.C. Code § 11-921, which grants the Superior Court jurisdiction over any civil action at law or in equity. More than two-thirds of the members of the proposed Classes are citizens of the District of Columbia. Significant relief is sought from Defendants SWDA and SWDA II, both District of Columbia entities that own the subject property and whose conduct forms a significant basis for the claims asserted. The principal injuries were incurred in the District of Columbia, and no other

class action asserting the same or similar factual allegations against any defendant on behalf of the same or similar persons has been filed within the preceding three years.

38. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423, as Defendants have transacted business in the District of Columbia, contracted to supply services in the District of Columbia, and caused tortious injury in the District of Columbia by acts or omissions occurring within the District.

39. Venue is proper in this Court pursuant to D.C. Code § 11-501 because the events and omissions giving rise to Plaintiffs' claims occurred in the District of Columbia, and the property at issue is located in the District of Columbia.

V. FACTUAL ALLEGATIONS

A. Defendants Own, Operate, and Manage a Federally Subsidized Housing Complex Serving Low-Income Families.

40. Congress Park is a 377-unit federally subsidized housing complex. SWDA owns Congress Park I. SWDA II owns Congress Park II. The Intermediate Holding Defendants and the Controlling Defendant sit above them in the ownership chain, exercising governance and control over both. Franklin Johnston has managed the property since at least 2021. Edgewood managed it before that.

41. Congress Park I is located at 1370, 1389-1397 Congress Street SE, 1325-1335, 1369, and 1374 Savannah Street SE, and 1407, 1409, 1411 Alabama Ave. SE, Washington D.C.

42. Congress Park II is located at 1313-1379 Congress Street SE, 3401-3418 13th Place SE, 3301-3332 14th Place SE, and 1374-1383 Savannah Place SE, Washington D.C.

43. Together, Congress Park I and Congress Park II comprise twenty-seven two- and three-story brick, garden-style, walk-up apartment buildings spread across multiple city blocks,

which include ten one-bedroom units, 184 two-bedroom units, 133 three-bedroom units, forty-seven four-bedroom units, and three five-bedroom units.⁵

44. Congress Park is approximately one-quarter mile from the Congress Heights Metro Station and within walking distance of neighborhood schools and other community amenities, such as Baird High School Early College D.C., CareFirst Arena and St. Elizabeth’s Hospital. Between 2010 and 2021, the surrounding Congress Heights neighborhood grew by more than 15,000 people and nearly 4,000 households.⁶

45. The Congress Heights neighborhood is part of Ward 8, where 81% of residents are Black, 26.8% live below the poverty line, and the median household income is \$50,931—less than half of the District-wide median of \$108,210.⁷

46. The vast majority of Congress Park residents are low-income Black families who depend on federal Section 8 rental subsidies for housing.

47. Congress Park’s Section 8 assistance is provided through a project-based Housing Assistance Payment (“HAP”) contract administered by the U.S. Department of Housing and Urban Development (“HUD”), which commenced in 1982 and was most recently renewed in 2014 for a twenty-year period.⁸

48. Unlike tenant-based vouchers, which follow an individual household to any qualifying unit, a project-based HAP contract attaches the subsidy to the property itself. As a result, residents who leave Congress Park cannot take their existing rental assistance with them and face

⁵ Housing Finance Agency, District of Columbia, Underwriting Memorandum Inducement Resolution Approval Congress Park Plaza I & II 1325-1345 Savannah St. SE, Washington DC, 20032 377 Units (Feb. 8, 2022) at 4.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

substantial barriers to obtaining replacement subsidized housing, including years-long waits for tenant-based vouchers and limited availability at other project-based properties. These constraints make relocation unrealistic within any reasonable timeframe, effectively preventing residents from leaving Congress Park without jeopardizing their housing assistance.

B. Defendants Represented Congress Park as a Habitable Residential Community While Collecting Rent and Federal Subsidies.

49. Defendants marketed and leased Congress Park as a quality residential community.

50. The Franklin Johnston Group's property management website advertises Congress Park to prospective residents.⁹

51. The HUD model lease governing each tenancy at Congress Park expressly requires Defendants to maintain the property in habitable and safe condition, including by regularly cleaning all common areas, maintaining common areas and facilities in a safe condition, maintaining all equipment and appliances in safe and working order, making necessary repairs with reasonable promptness, maintaining exterior lighting, providing extermination services as necessary, and maintaining grounds and shrubs.¹⁰

52. The HUD model lease requires annual recertification, in which Defendants collect income and household composition information from each resident and recompute the resident's rent obligation for the coming year. Each recertification reaffirms the tenancy and establishes a new rent obligation under the existing lease terms, including Defendants' commitments to maintain the property in habitable and safe condition.

⁹ See <https://congresspark-aps.com/>.

¹⁰ See <https://www.hud.gov/sites/dfiles/OCHCO/documents/90105a.pdf> at 4-5 (landlord obligations); *id.* at 14 (requirement for use of model lease in all tenancies).

53. By entering into and recertifying, Defendants represented that Congress Park was and would be maintained as a habitable residential community meeting minimum legal standards.

54. At all times relevant to this Complaint, the property has suffered from documented housing code violations spanning every major category of habitability, including chronic mold infestations, persistent rodent and pest infestations, failing heating systems, broken locks on building entry doors, non-functional security cameras, inadequate lighting in common areas, and structural deterioration across twenty-seven buildings.

55. As detailed below, Defendants knew or should have known of these conditions and that the obligations they had assumed under the lease had persisted unmet for years without meaningful remediation.

C. Defendants Have Failed to Maintain Congress Park in Safe and Habitable Condition.

56. Defendants have failed to invest in the maintenance and repair of Congress Park on a property-wide basis, leaving residents with broken infrastructure, chronic pest infestation, deteriorating building systems, and an absence of meaningful security.

57. Plaintiffs Terri Chandler, Debbie Dykes, and Earlene Williams are residents of the District of Columbia who reside at Congress Park, and Plaintiff Collette Newby is a former resident of the District of Columbia who resided at Congress Park. During their tenancies, Plaintiffs experienced recurring, property-wide conditions, including heating failures, pest infestation, defective windows and doors, water intrusion and structural deterioration, and inadequate common-area security and lighting. These conditions arise from the same centralized decisions concerning maintenance, staffing, budgeting, inspection response, and security, and are representative of conditions affecting Class members throughout Congress Park.

58. Plaintiffs' experiences illustrate recurring conditions affecting Class members throughout Congress Park, including:

- a. fire and life-safety issues, including inoperable or faulty smoke alarms and carbon monoxide systems and missing or inoperable fire extinguishers;
- b. structural failures, including water damage, inoperable interior doors, holes in flooring and walls, and windows that do not close or seal properly;
- c. egress deficiencies, including obstructed or inoperable emergency exits and non-compliant fire escapes;
- d. security failures, including broken and unsecured locks on exterior building and/or unit entry doors, non-functioning or absent security cameras, inadequate and non-functioning lighting in hallways, stairwells, parking areas, and other common areas, and an absence of security personnel;
- e. persistent and consistent pest infestation, including roaches, mice, and rats;
- f. consistent failure to provide proper plumbing and water services and access;
and
- g. chronic electrical, mechanical, and HVAC failures.

D. Defendants Knew or Should have Known of the Dangerous and Uninhabitable Conditions Their Neglect Had Created at Congress Park.

59. Conditions at Congress Park were repeatedly brought to Defendants' attention. Government inspectors issued reports, violation notices, and fines directly to the Ownership Defendants. Defendants have faced litigation in D.C. Superior Court, residents submitted maintenance requests directly to the Management Defendants, and residents confronted Defendant Davis in-person at one public meeting. Reporters contacted the Management Defendants for comment and went to the property management office seeking answers. Police responded to

repeated shootings at Congress Park’s own addresses. Whether delivered directly to the Defendants or through their agents, these sources placed Defendants on actual and/or constructive notice of the dangerous and uninhabitable conditions at Congress Park.

1. Government Inspection and Enforcement Records Documented Dangerous and Uninhabitable Conditions at Congress Park.

60. Federal regulations require that HUD-assisted housing be maintained in decent, safe, sanitary, and good repair condition, and mandate physical inspections to assess compliance with that standard. Inspection occurs through HUD’s Real Estate Assessment Center (“REAC”).¹¹

61. Under the Uniform Physical Condition Standards (“UPCS”), HUD inspectors assign a numerical score on a scale of 0-100 to a property’s physical condition, with a score of 60 or above required to pass.¹² Properties that receive two successive scores under 60 may be referred to HUD’s Departmental Enforcement Center for evaluation and potential enforcement action.¹³

62. HUD inspectors also assign a letter designation. A “C” designation indicates the inspection identified one or more exigent health-and-safety (“EHS”) deficiencies.¹⁴ EHS deficiencies represent life-threatening conditions requiring immediate attention, including missing or non-functional smoke detectors, expired or missing fire extinguishers, blocked emergency egress, exposed electrical wiring, and carbon monoxide hazards.¹⁵

¹¹ 24 C.F.R. §§ 5.703, 5.705 (2018).

¹² Public Housing Assessment System Physical Condition Scoring Process, 64 Fed. Reg. 33,650, 33,651 (June 23, 1999).

¹³ 24 C.F.R. § 5.711(i)

¹⁴ 64 Fed. Reg. at 33,652.

¹⁵ See HUD, Dictionary of Deficiencies V2.3, 5 (2011), https://www.hud.gov/sites/documents/PASS_DICT_V2.3.PDF.

63. In October 2018, Congress Park II received a UPCS score of 61, a single point above the threshold for a failing grade, and Congress Park I received a UPCS score of 80.¹⁶

64. In June and July 2021, both properties received “C” designations.¹⁷ Congress Park I received a UPCS score of 82C and Congress Park II received a UPCS score of 65C.¹⁸ Regardless of the overall numerical score, the “C” designation reflected identified exigent health-and-safety deficiencies requiring prompt correction and certification under HUD’s inspection regime.¹⁹

65. The District of Columbia imposes parallel requirements on property owners. The D.C. Housing Code (14 DCMR), the D.C. Fire Prevention Code (12-G DCMR), and the International Property Maintenance Code (“IPMC”), as adopted by the District, establish minimum standards for fire safety, heating, structural integrity, security, pest control, plumbing, and electrical systems.

66. DOB inspection records confirm the same pattern of dangerous and uninhabitable conditions as shown in the HUD records. Since 2019, Defendants have accumulated more than 1,100 housing code violations at Congress Park across no fewer than 53 separate addresses, resulting in more than \$1.1 million in assessed fines.²⁰

¹⁶ U.S. Dep’t of Hous. & Urb. Dev., Multifamily Housing Physical Inspection Scores, District of Columbia, https://www.hud.gov/program_offices/housing/mfh/reac/reacscores (last visited Mar. 1, 2026).

¹⁷ Housing Finance Agency, District of Columbia, Underwriting Memorandum Inducement Resolution Approval Congress Park Plaza I & II 1325-1345 Savannah St. SE, Washington DC, 20032 377 Units (Feb. 8, 2022) at 20.

¹⁸ *Id.*

¹⁹ 24 C.F.R. § 5.711(c)(1)-(2).

²⁰ D.C. Dep’t of Buildings, Public Dashboard: Violations and Abatement (LVT Tool), https://dataviz1.dc.gov/t/OCTO/views/DOBPUBLICDashboard/ViolationsAbatementLVT?%3AshowAppBanner=false&%3Adisplay_count=n&%3AshowVizHome=n&%3Aorigin=viz_share_link&%3Aembed=yes&%3Atoolbar=no (last visited Mar. 2, 2026).

67. These violations include every major category of habitability and safety required by D.C. law and affect both common areas shared by all Class members as well as conditions within individual dwelling units throughout the property.²¹

a. Fire and life-safety violations

68. Between 2019 and 2026, DOB issued 165 fire safety violations across 34 separate addresses at Congress Park, resulting in \$396,480 in fines.²² The violations span eight code provisions: failure to install or maintain smoke alarms (12-G DCMR § 704.2); failure to maintain fire extinguishers (12-G DCMR § 704.1.3); failure to maintain manual fire alarm boxes (12-G DCMR § 704.3.1); failure to post required fire alarm signage (12-G DCMR § 704.3.2); tampering with or removing smoke alarms (12-G DCMR § 704.4.4); failure to install or maintain carbon monoxide detection systems (12-G DCMR §§ 310.1–310.6, 310.2); and failure to provide and maintain code-compliant fire safety facilities (IPMC § 701.2). Representative examples include:

- a. July 25, 2019: 1362 Congress Street SE—failure to maintain smoke alarms (12-G DCMR § 704.2). Fine: \$2,075.
- b. April 27, 2022: 1324 Congress Street SE—failure to maintain smoke alarms (12-G DCMR § 704.2). Fine: \$2,214.
- c. November 3, 2023: 1325 Savannah Street SE, Unit 5—failure to maintain fire extinguishers (12-G DCMR § 704.1.3). Fine: \$2,358.
- d. June 17, 2024: 1335 Savannah Street SE, Unit 2—failure to maintain smoke alarms (12-G DCMR § 704.2). Fine: \$2,436.

²¹ *Id.*

²² *Id.*

- e. January 17, 2025: 1383 Congress Street SE—failure to maintain smoke alarms (12-G DCMR § 704.2). Fine: \$2,499.
- f. January 14, 2026: 1313 Congress Street SE, Unit 203—failure to maintain smoke alarms (12-G DCMR § 704.2). Fine: \$2,499.

b. Structural and building violations

69. Between 2019 and 2026, DOB issued 608 structural maintenance violations across 50 separate addresses at Congress Park resulting in \$419,101 in fines. The violations span thirteen code provisions, including: failure to correct cracked or loose plaster, holes, decayed wood, and water damage (12-G DCMR § 305.3, 273 violations); failure to maintain stairs and walking surfaces free from hazardous conditions (12-G DCMR § 305.4, 59 violations); failure to maintain interior structures in good repair and sanitary condition (IPMC § 305.1, 104 violations); failure to maintain interior doors (IPMC § 305.6, 97 violations); failure to inhibit rust and corrosion on metal surfaces (IPMC § 304.2); failure to maintain exterior walls free from holes and rotting materials (IPMC § 304.6); failure to maintain window screens (12-G DCMR § 304.14); failure to maintain handrails and guards (12-G DCMR § 307.1, IPMC §§ 304.12, 305.5); failure to repair peeling or chipping paint (12-G DCMR § 305.3); and failure to correct unsafe exterior structural conditions (IPMC § 304.1.1(9)). Representative examples include:

- a. July 25, 2019: 1362 Congress Street SE—failure to maintain interior doors (IPMC § 305.6). Fine: \$104.
- b. January 19, 2021: 1397 Congress Street SE, Unit 2—cracked plaster, holes, and water damage (12-G DCMR § 305.3). Fine: \$530.
- c. July 6, 2022: 1335 Savannah Street SE, Unit 6—corroded metal surfaces (IPMC § 304.2). Fine: \$554.

- d. February 2, 2023: 1331 Savannah Street SE, Unit 5—cracked plaster, holes, and water damage (12-G DCMR § 305.3). Fine: \$590.
- e. January 5, 2024: 1320 Congress Street SE, Unit 4—failure to maintain interior doors (IPMC § 305.6). Fine: \$118.
- f. January 8, 2025: 1324 Congress Street SE, Unit 6—cracked plaster, holes, and water damage (12-G DCMR § 305.3). Fine: \$625.
- g. January 6, 2026: 1331 Savannah Street SE, Unit 1—cracked plaster, holes, and water damage (12-G DCMR § 305.3). Fine: \$625.

c. *Security and egress violations*

70. Between 2019 and 2026, DOB issued 109 security and egress violations across 37 separate addresses at Congress Park, resulting in \$74,884 in fines.²³ The violations span nine code provisions: failure to maintain exterior doors, assemblies, and hardware (IPMC § 304.15); failure to maintain windows, doors, and frames in sound condition and weather tight (IPMC § 304.13); failure to maintain glazing free from cracks and holes (IPMC § 304.13.1); failure to maintain operable windows (IPMC § 304.13.2); failure to provide security devices for dwelling units (IPMC § 304.18); failure to equip entry doors with deadbolt locks (IPMC § 304.18.1); failure to maintain fire escapes and stairways (12-G DCMR § 702.4); failure to provide unobstructed egress paths (IPMC § 702.1); and failure to make egress doors openable without keys or special knowledge (IPMC § 702.3). Representative examples include:

- a. September 12, 2019: 1329 Savannah Street SE, Unit 4—failure to maintain windows and doors in sound condition (IPMC § 304.13). Fine: \$519.

²³ *Id.*

- b. October 5, 2022: 1374 Savannah Street SE, Unit 1—failure to maintain glazing free from cracks and holes (IPMC § 304.13.1). Fine: \$111.
- c. February 2, 2023: 1331 Savannah Street SE, Unit 5—failure to maintain windows and doors in sound condition (IPMC § 304.13). Fine: \$590.
- d. January 16, 2024: 1330 Congress Street SE, Unit 4—failure to maintain windows and doors in sound condition (IPMC § 304.13). Fine: \$590.
- e. January 8, 2025: 3324 14th Place SE, Unit 201—failure to maintain windows and doors in sound condition (IPMC § 304.13). Fine: \$625.
- f. January 6, 2026: 1331 Savannah Street SE, Unit 1—failure to maintain windows and doors in sound condition (IPMC § 304.13). Fine: \$625.

d. Pest infestation violations

71. Between 2019 and 2026, DOB issued 50 pest infestation violations across 27 separate addresses at Congress Park, resulting in \$42,198 in fines.²⁴ The violations span two code provisions: failure to keep structures free from rodent and insect infestation (12-G DCMR § 309.1), and failure to maintain exterior structures and property free from rodent harborage and infestation (IPMC § 302.5). Representative examples include:

- a. September 12, 2019: 1329 Savannah Street SE, Unit 4—rodent infestation (12-G DCMR § 309.1). Fine: \$519.
- b. October 5, 2022: 1374 Savannah Street SE, Unit 1—rodent infestation (12-G DCMR § 309.1). Fine: \$1,107.
- c. October 3, 2023: 1362 Congress Street SE, Unit 1—rodent infestation (12-G DCMR § 309.1). Fine: \$1,179.

²⁴ *Id.*

- d. January 5, 2024: 1320 Congress Street SE, Unit 4—rodent infestation (12-G DCMR § 309.1). Fine: \$1,179.
- e. January 17, 2025: 1383 Congress Street SE—rodent infestation (12-G DCMR § 309.1). Fine: \$625.
- f. January 16, 2026: 1324 Congress Street SE, Unit 4—rodent infestation (12-G DCMR § 309.1).

e. Plumbing and water system violations

72. Between 2019 and 2026, DOB issued 98 plumbing and water system violations across 34 separate addresses at Congress Park, resulting in \$77,598 in fines.²⁵ The violations span eight code provisions: failure to maintain plumbing fixtures in safe and sanitary working condition (IPMC § 502.1); failure to provide adequate hot water (IPMC § 505.4); failure to provide required plumbing facilities (IPMC § 501.2); failure to properly install and maintain plumbing fixtures (IPMC § 504.1); failure to provide required water closet, lavatory, and bathing facilities (IPMC § 502.2); failure to provide hot and cold running water (IPMC § 505.1); failure to provide adequate water volume and pressure (IPMC § 505.3); and failure to maintain toilet room wall base in nonabsorbent condition (12-G DCMR § 503.4). Representative examples include:

- a. July 25, 2019: 1362 Congress Street SE—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$519.
- b. April 27, 2022: 1324 Congress Street SE—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$554.
- c. February 2, 2023: 1331 Savannah Street SE, Unit 5—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$590.

²⁵ *Id.*

- d. January 5, 2024: 1320 Congress Street SE, Unit 4—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$590.
- e. January 21, 2025: 3401 13th Place SE, Unit 203—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$625.
- f. January 14, 2026: 1313 Congress Street SE, Unit 203—unsanitary plumbing fixtures (IPMC § 502.1). Fine: \$625.

f. Electrical, mechanical, and HVAC violations

73. Between 2019 and 2026, DOB issued 107 electrical, mechanical, and HVAC violations across 29 separate addresses at Congress Park, resulting in \$102,760 in fines.²⁶ The violations span nine code provisions: failure to provide or maintain required mechanical and electrical facilities (IPMC § 601.2); failure to install electrical equipment, wiring, or appliances in a safe manner (IPMC § 605.1); failure to properly install and maintain mechanical appliances, including heating, cooking, and water heating equipment (IPMC § 603.1); failure to provide heating facilities capable of maintaining habitable temperatures (12-G DCMR § 602.3); failure to maintain air conditioning in safe working condition (12-G DCMR § 608.1); failure to provide lighting in public halls and stairways (IPMC § 605.3); failure to maintain receptacle outlet faceplates (IPMC § 605.2); failure to correct hazardous electrical systems (IPMC § 604.3); and failure to replace defective electrical distribution equipment (IPMC § 604.3.1). Representative examples include:

- a. July 25, 2019: 1362 Congress Street SE—failure to maintain electrical facilities (IPMC § 601.2). Fine: \$1,037.

²⁶ *Id.*

- b. April 27, 2022: 1324 Congress Street SE—failure to maintain mechanical appliances (IPMC § 603.1). Fine: \$1,107.
- c. November 3, 2023: 1325 Savannah Street SE, Unit 5—failure to maintain mechanical appliances (IPMC § 603.1). Fine: \$1,179.
- d. January 16, 2024: 1330 Congress Street SE, Unit 4—failure to maintain receptacle outlet faceplates (IPMC § 605.2). Fine: \$590.
- e. February 26, 2025: 1383 Savannah Place SE, Unit 201—failure to provide adequate heating (12-G DCMR § 602.3). Fine: \$2,499.
- f. January 14, 2026: 1313 Congress Street SE, Unit 203—failure to maintain electrical facilities (IPMC § 601.2). Fine: \$1,249.

2. Lawsuits, Complaints, and Maintenance Requests Documented Dangerous and Uninhabitable Conditions at Congress Park.

74. Defendants received direct notice of dangerous and uninhabitable conditions at Congress Park through verified complaints filed in D.C. Superior Court, resident complaints made directly to Defendants at tenant meetings and public safety forums, and maintenance requests submitted to the Management Defendants.

75. Since at least 2019, no fewer than twelve individual residents have filed housing conditions cases against the Ownership Defendants in D.C. Superior Court. These cases, brought by different residents in different buildings over a period of more than five years, gave Defendants notice of recurring categories of deficiencies throughout the property, including pest infestations, structural deterioration, security failures, mold, and plumbing and heating deficiencies:

- a. Electrical fires: Chakeatia Jackson alleged an electrical fire broke out in the basement of her unit, causing “severe discoloration” and forcing Defendants to

place her in hotel lodging.²⁷ Despite the severity of the fire, Defendants failed to properly inspect the wiring before returning Jackson to the unit.²⁸

- b. Bullet holes: Kenya Kelly alleged bullet holes in her interior walls.²⁹
- c. Unsecured entry points: Kenya Kelly also alleged that “Door to the building does not lock,” that “Plaintiff’s doors are not secured when locked,” and that interior doors have broken knobs.³⁰
- d. Significant water damage: One resident documented that her living room ceiling “is sagging and remains damp in some areas,” with water damage and active leaks “present throughout the unit.” When the shower in bathroom two is turned on, it runs into the ceiling of bathroom one below.³¹
- e. Pest infestations: Tamara Lee alleged that there are rodents throughout the units, with entry points “behind the sofa in the living room, at the bottom of the steps that lead up to the second floor, in the corner of the bedroom one closet, in the main bedroom, the bottom-right of the left-most window in bedroom three, the exterior door in the dining room, and window in the basement.”³²

²⁷ See Verified Complaint at Housing Code Violation Addendum, *Chakeatia Jackson v. SE Washington Development Associates II LP*, No. 2020-CA-001173-H (D.C. Super. Ct. filed Feb. 18, 2020).

²⁸ See Letter from Children’s Law Center to SE Washington Development Associates II, LP at 1 (Dec. 27, 2019).

²⁹ See Verified Complaint at Housing Code Violation Addendum, *Kenya Kelly v. SE Washington Development Associates II LP*, No. 2023-CAB-005501 (D.C. Super. Ct. filed Sept. 6, 2023).

³⁰ *Id.*

³¹ See Letter from Children’s Law Center to SE Washington Development Associates II, LP at 2 (June 20, 2023).

³² See Verified Complaint, *Tamara Lee v. SE Washington Development Associates II LP*, No. 2023-CAB-003982 (D.C. Super. Ct. filed July 5, 2023).

- f. Non-functioning appliances: Tiffany Wright alleged her stove “does not operate unless it is on the max setting,” and “rodents live in the stove and have chewed the wiring”—creating serious fire hazards.³³
- g. Non-functioning/inadequate heating: Darah Barbour alleged that the units lack adequate insulation, requiring residents to purchase plastic sheeting to place over doors and windows to keep out freezing air in winter months.³⁴
- h. Unsafe common areas: Darah Barbour also alleged that basement doors are “not sufficiently sealed,” creating “easy entry points” for unauthorized individuals and rodents.³⁵

76. Residents have also confronted Defendants directly about these conditions outside of court. At resident meetings and public safety forums held in 2016, 2019, and 2025, residents reported mold infestations, rodent problems, security failures, the absence of patrols, inadequate emergency response planning, and Defendants’ failure to act after fatal shootings on the property. Defendants attended these meetings, heard residents’ complaints, and took no meaningful corrective action.

77. Residents also submitted maintenance requests to the Management Defendants documenting the same categories of deficiencies identified in DOB records and litigation—pest infestations, structural deterioration, plumbing and heating failures, and security deficiencies.

³³ See Verified Complaint at Housing Code Violation Addendum, *Tiffany Wright v. S.E. Washington Development Associates*, No. 2025-CAB-000231 (D.C. Super. Ct. filed Jan. 15, 2025).

³⁴ See Verified Complaint at Housing Code Violation Addendum, *Darah Barbour v. SE Washington Development Associates II LP*, No. 2024-CAB-001341 (D.C. Super. Ct. filed Mar. 4, 2024).

³⁵ *Id.*

3. Media Reports Documented Dangerous and Uninhabitable Conditions at Congress Park.

78. On September 17, 2019, WUSA9 reported that Congress Park residents were suffering from chronic mold infestations that were making them and their children sick.³⁶

79. Resident Neta Vaught, a mother of five, reported that her children were experiencing health problems due to mold in their unit.³⁷ “The hospital sent the report to the [Department of Energy and Environment] because I had too many ER visits (with my son),” Vaught said.³⁸ The Department of Energy and Environment cited violations in Vaught’s unit including a possible lead hazard from chipping paint and mold.³⁹ Vaught said they have so much mold she had to get a new breathing machine for her six-year-old son who has asthma.⁴⁰ The stress was taking a toll on the 37-year-old mother: “Dealing with this high blood pressure,” she said, wiping tears from her eyes, “I don’t even want to go to sleep.”⁴¹

80. Resident Roneika Williams showed reporters a 2018 D.C. DCRA inspection report documenting violations in her unit, and she reported that her daughters experienced headaches and nosebleeds.⁴² Residents reported that property managers change so often that all they get are band-aid fixes, including spray-painting over moldy vents rather than remediating the mold.⁴³ “People

³⁶ Delia Gonçalves, DC Tenants Say Moldy Apartments Are Making Them Sick, WUSA9 (Sept. 17, 2019), <https://www.wusa9.com/article/news/local/dc/dc-tenants-say-moldy-apartments-are-making-them-sick/65-bf7e2e30-6b41-48ff-b087-5b4fed3297cc>.

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *Id.*

⁴³ *Id.*

don't care about Ward 8," Williams told reporters.⁴⁴ "If we were in Ward 2, we would be getting answers but Ward 8—it's like we're at the bottom. We're like the scum."⁴⁵

81. Defendant Edgewood Management did not respond to the news outlet's requests for comment.⁴⁶

82. On September 28, 2019, WUSA9 reported that D.C. Councilmember Trayon White held a public meeting at the Malcolm X Opportunity Center to address Congress Park residents' concerns about living conditions.⁴⁷

83. Representatives from the D.C. Department of Consumer and Regulatory Affairs and the D.C. Office of the Attorney General attended.⁴⁸

84. Resident Neta Vaught stated publicly, "Issues are just being covered up. Things are not being done."⁴⁹

85. Councilmember White acknowledged, "As a government, we have to do more to hold ourselves accountable and hold the property owners accountable too."⁵⁰

86. Defendant Davis attended the meeting but declined to answer any media questions.⁵¹

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ John Henry, 'Issues Are Just Being Covered Up' | Residents Voice Concerns About Living Conditions in Southeast, DC Apartment Complex, WUSA9 available at <https://www.wusa9.com/article/news/local/dc/moldy-se-dc-apartment/65-7ffc9ac9-ba28-4431-8f72-cf509a5a84f8> (Sept. 28, 2019).

⁴⁸ *Id.*

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.*

87. On September 16, 2020, WUSA9 reported that Congress Park residents had been left without running water for five days.⁵²

88. Video footage captured a resident washing herself at a fire hydrant because she had no water in her home.⁵³

89. Resident Natasha Wiggins, a mother of six children including two with chronic asthma, told reporters: “We couldn’t cook. We couldn’t feed our kids. All they did was give us water.”⁵⁴ When the water was restored, it was contaminated: “I noticed things running out the water—little black stuff,” Wiggins described.⁵⁵ The mother of six said the unclean water was a concern as she raises children with disabilities and health conditions: “I have two with chronic asthma. I can’t use the nebulizer machine or the humidifier because I can’t trust the water that is going into it.”⁵⁶ Wiggins pleaded, “I want them to treat us like we’re human.”⁵⁷

90. In April 2025, 7News reported that sixty-six-year-old resident Linda Chaplin had endured a raccoon infestation in her government-funded apartment for over a year before management responded.⁵⁸ The only thing the building had done was place a wooden board where the animals were poking their heads into her bedroom.⁵⁹ Chaplin told reporters, “I’m going crazy,

⁵²Michael Quander, ‘Treat Us Like We’re Human’ | Southeast DC Residents Without Running Water for 5 Days, WUSA9 available at <https://www.wusa9.com/article/news/local/dc/southeast-dc-residents-without-running-water-for-5-days/65-b292f438-8dff-455c-bde2-a8d8a66ca3b1> (Sept. 16, 2020).

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.*

⁵⁸ Phylcia Ashley, Raccoons Overruns Woman’s Government-Funded Apartment, Property Management Unresponsive, 7NEWS available at <https://wjla.com/news/local/raccoon-government-funded-apartment-property-management-unresponsive-living-conditions-congress-park-palace-linda-chaplin-resident-washington-dc> (Apr. 25, 2025).

⁵⁹ *Id.*

makes me seem like I'm going crazy, losing my mind. If I go to sleep, I'm scared they're going to come out. They scratch the walls.”⁶⁰ During the news interview, a raccoon knocked a clock off the wall of her bedroom.⁶¹ Chaplin said, “I even asked them, can they spend the night in here?”⁶² “They ran out the door and shut the door.”⁶³ Fifteen raccoons were eventually removed from her apartment.⁶⁴

91. Wildlife Solutions stated that it was the worst infestation they had ever seen in a single property, and that if the landlord had called them six months earlier, Chaplin would have been able to remain in her home safely.⁶⁵

92. But because of Defendants' delay, the only option was to move Chaplin out. “They might as well pay rent in here then,” Chaplin told 7News, referring to the animals. “They might as well pay rent, not me, they're running me out [of] my home. It's crazy.”⁶⁶

93. When 7News went to the property management office to ask why the infestation had not been addressed, the office claimed the manager was not available.⁶⁷ 7News also reported

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² *Id.*

⁶³ *Id.*

⁶⁴ Raccoon Invasion at DC Apartment Complex Prompts Action After 7 On Your Side Investigation, 7NEWS available at <https://wjla.com/news/local/washington-dc-raccoon-invasion-congress-park-plaza-southeast-development-associates-hud-housing-and-urban-development-government-funded-photos-videos-resident-linda-chaplin> (Apr. 2025).

⁶⁵ Chris Clark, “They scratch the walls”: Washington woman, 66, was stuck in raccoon-infested government housing for a year—pest control removed fifteen critters, called it the worst infestation they'd ever seen, YAHOO! News, available at <https://www.yahoo.com/news/scratch-walls-washington-woman-66-120400904.html> (May 29, 2025).

⁶⁶ *Id.*

⁶⁷ *Id.*

that it reached out to the DOB, HUD, the Congress Park Tenant Association president, and local elected officials to obtain answers for residents.

94. The DOB confirmed to 7News that, at the time of reporting, “S.E. Washington Development Associates, L.P. and S.E. Washington Development Associates II, L.P. have 635 total open violations and nearly \$1 million in fines, across 88 units at these properties.”⁶⁸ The 88 affected units identified by DOB represent nearly one-quarter of Congress Park’s 377 total units and reflect only the units that had been inspected as of the date of the DOB’s statement. Upon information and belief, inspections of additional units would reveal substantially similar conditions.

95. Some residents have endured these conditions for decades. In February 2025, WUSA9 reported that resident Shawntay Bates and her son, who has disabilities, had been living with mold for more than 20 years.⁶⁹

4. Police and Media Records Documented Dangerous Conditions at Congress Park.

96. Repeated shootings at Congress Park placed Defendants on actual and/or constructive notice of serious and ongoing risk of violent crime.

97. Since 2019, at least twenty-two documented shootings have occurred at Congress Park, resulting in at least nineteen deaths.

98. The incidents below, drawn from police and media records, illustrate the violence that took place at Congress Park.

⁶⁸ *Id.*

⁶⁹ Shawntay Bates, DC Woman Says She and Son with Disabilities Have Been Living with Mold for More Than 20 Years, WUSA9 available at <https://www.wusa9.com/article/news/local/housing/congress-park-plaza-resident-living-with-mold-for-20-years-dc/65-cc16d695-2e5a-4b90-9f3f-c9f36d67deab> (Feb. 4, 2025).

99. On June 30, 2019, officers responded to the 3400 block of 13th Place SE for a reported shooting.⁷⁰ Officers located an unconscious male who was pronounced dead at the hospital.

100. Less than one month later, on July 21, 2019, officers responded to the 1300 block of Congress Street SE for the sounds of gunshots.⁷¹ Officers located a 27-year-old adult who was pronounced dead at the hospital.

101. On July 30, 2019, officers arrived at the 1300 block of Savannah Street SE for a report of gunshots. Officers found a 26-year-old male suffering from multiple gunshot wounds; he was pronounced dead on the scene.

102. On January 27, 2020, officers were dispatched to the 1300 block of Congress Street SE for reports of a shooting.⁷² Officers located a 27-year-old adult who was pronounced dead at the hospital.

103. On June 14, 2020, officers responded to a shooting on the 1300 block of Congress Street SE.⁷³ Officers found two male victims, a 25-year-old and a 28-year-old, suffering from gunshot wounds; one was pronounced dead at the hospital.

104. On March 31, 2021, officers responded to a mass shooting on the 1300 block of Congress Street SE.⁷⁴ Five people were shot. A 25-year-old and a 28-year-old were killed. Three other individuals were treated for non-life-threatening injuries.

⁷⁰ D.C. Witness Staff, Homicide on 13th Place, SE, DC WITNESS available at <https://dcwitness.org/document-homicide-on-13th-street-se/> (July 1, 2019).

⁷¹ Metropolitan Police, Washington D.C., Homicide: 1300 Block of Congress Street, Southeast, MPDC (July 22, 2019).

⁷² Michael O'Connell, DC Police Investigate Fatal Shooting In Southeast, PATCH (Jan. 28, 2020).

⁷³ D.C. Witness Staff, Homicide in Congress Heights, DC WITNESS (June 15, 2020).

⁷⁴ Dominique Marie Bonessi, Five People Shot, Two Dead After Shooting in Congress Heights, DCIST (Apr. 2, 2021).

105. On September 15, 2021, officers responded to the 1300 block of Congress Street SE for a reported shooting.⁷⁵ Officers found a 37-year-old woman suffering from gunshot wounds; she was pronounced dead at the hospital.

106. On October 3, 2021, officers responded to the 3400 block of 13th Place SE for sounds of gunshots.⁷⁶ Officers found two adult male victims with gunshot wounds; one died from his injuries.

107. On June 12, 2022, officers responded to the 1300 block of Savannah Street SE for sounds of gunshots. Officers found a 34-year-old suffering from gunshot wounds; he later died from his injuries.

108. On August 4, 2022, officers responded to the 3300 block of 14th Place SE for sounds of gunshots. Officers found an adult male suffering from gunshot wounds who later died on the scene.

109. On September 10, 2022, a shooting was reported at the 1300 block of Congress Street SE.⁷⁷ Two adult males sought treatment at an area hospital for gunshot wounds; one later died from his injuries.

110. Less than one month later, on November 9, 2022, officers responded to the 1300 block of Savannah Street SE for reports of a shooting.⁷⁸ Officers located a 38-year-old male suffering from apparent gunshot wounds; he was pronounced dead at a local hospital.

⁷⁵ D.C. Witness Staff, Homicide in the 1300 block of Congress Street, SE, DC WITNESS (Sept. 16, 2021).

⁷⁶ D.C. Witness Staff, October 3 Homicide, DC WITNESS (Oct. 18, 2021).

⁷⁷ D.C. Witness Staff, Police Investigating Homicide in Southeast, DC WITNESS (Sept. 12, 2022).

⁷⁸ D.C. Witness Staff, Homicide in Southeast, DC WITNESS (Nov. 14, 2022).

111. On July 27, 2023, officers responded to the 1300 block of Congress Street SE for reports of a shooting.⁷⁹ The victim was transported to the hospital for non-life-threatening injuries.

112. On September 26, 2023, officers responded to the 1300 block of Savannah Street SE for a reported shooting.⁸⁰ Officers located a 21-year-old male suffering from gunshot wounds; he was pronounced dead at the scene.

113. On November 4, 2023, officers responded to the 3400 block of 13th Place SE for reports of shots fired.⁸¹ While investigating, a suspect began shooting at the officers; after trading fire with the officers, the suspect retreated into a nearby building.

114. On February 17, 2024, officers responded to the 3400 block of 13th Place SE for a report of shots fired.⁸² Officers discovered that a 10-year-old child had been shot and transported the child to the hospital.

115. On May 25, 2024, officers responded to the 1300 block of Congress Street SE for a report of gunshots.⁸³ Officers found a 19-year-old who had been shot multiple times; the victim was pronounced dead on the scene.

116. On August 30, 2024, officers responded to the 3400 block of 13th Place SE for a reported shooting.⁸⁴ The gunshot victim was transported to the hospital for non-life-threatening injuries.

⁷⁹ D.C. Witness Staff, Arrest Made in an Assault with a Dangerous Weapon (Gun) Offense: 1300 Block of Congress Street, Southeast, DC WITNESS (Aug. 1, 2023).

⁸⁰ Press Release, Metropolitan Police Department, Shooting Leaves Man Dead in Southeast DC (Sept. 27, 2023).

⁸¹ Ciara Wells, DC Police Investigation of Southeast Shooting Causes Road Closures, WTOP NEWS (Nov. 4, 2023).

⁸² D.C. Witness Staff, MPD Seeks a Suspect and Vehicle in Southeast Shooting, DC WITNESS (Feb. 20, 2024).

⁸³ Sylvia Mphofe, 19-Year-Old Shot, Killed in Southeast DC, FOX5 (May 25, 2024).

⁸⁴ D.C. Witness Staff, MPD Searching for Suspect in Southeast Shooting, DC WITNESS (Sept. 4, 2024).

117. On January 18, 2025, officers were called to the 1300 block of Congress Street for a reported shooting.⁸⁵ Officers found a 21-year-old victim who had been shot inside their apartment; the victim was pronounced dead on the scene.

118. On February 4, 2025, officers were called to the 1300 block of Congress Street for a report of an unconscious person.⁸⁶ Officers found that the man had been shot; he was declared dead on the scene.

119. On April 18, 2025, officers responded to the 1300 block of Savannah Place SE for a reported shooting.⁸⁷ Officers found an 18-year-old who was pronounced dead on the scene; two other shooting victims were transported to the hospital for non-life-threatening injuries.

120. On November 8, 2025, officers responded to the 3300 block of 14th Place SE for sounds of gunshots.⁸⁸ Officers found a 22-year-old woman who was pronounced dead on the scene.

E. Despite Years of Notice, Defendants Failed to Take Meaningful Action to Address the Conditions at Congress Park.

121. Defendants failed to implement basic common-area security measures within their control. They did not maintain functioning locks on common-entry doors of resident buildings. They did not maintain adequate lighting in hallways, stairwells, and exterior walkways. They did not install or maintain operable security cameras across the property. They did not institute meaningful security patrols. Each of these failures persisted across the property despite years of notice of the violence documented above.

⁸⁵ Odyssey Fields, 21-Year-Old Shot, Killed in Apartment in Congress Heights Identified, DC NEWS NOW (Jan. 21, 2025).

⁸⁶ Jenny Gable, 19-Year-Old Found Dead After Shooting in Congress Heights, Police Investigating, YAHOO! NEWS (Feb. 4, 2025).

⁸⁷ MPD Investigating Congress Heights Homicide, MPDC (Apr. 20, 2025).

⁸⁸ MPD Investigating 14th Place Fatal Shooting, MPDC (Nov. 10, 2025).

122. Defendants likewise failed to address the habitability conditions documented above. Chronic mold, pest infestations, water failures, and failing building systems persisted across the property year after year. Defendants left documented violations unabated, allowed conditions to deteriorate further, and continued to collect federal rental subsidies throughout.

123. The condition of Congress Park by 2022 is reflected in what a planned sale and rehabilitation would have required. In February 2021, the Ownership Defendants executed a Purchase and Sale Agreement to sell Congress Park to Standard Property Company, Inc., doing business as Standard Communities. The sale triggered the District's Tenant Opportunity to Purchase Act, and the Congress Park tenant association exercised its TOPA rights before ultimately transferring them to Standard Communities. In February 2022, the DCHFA approved up to \$63.86 million in tax-exempt bonds to finance the rehabilitation, with total estimated development costs of \$99.66 million, amounting to more than \$264,000 per unit, to comprehensively rehabilitate all 377 units across the property.

124. The sale transaction never closed, and Defendants have continued to own, operate, and manage Congress Park without undertaking the rehabilitation that the property's condition demanded.

F. Defendants Directed Capital and Attention to Other Projects While Allowing Congress Park to Deteriorate.

125. During the period when Congress Park was deteriorating, Defendants directed substantial capital, design attention, and operational focus to other Urban Atlantic projects in the District of Columbia.

126. By way of example, Urban Atlantic developed Lex and Leo at Waterfront Station, a 530-unit residential community located at 1150 4th Street SW in Ward 6 and Rhode Island Row, a 274-unit transit-oriented development at 2300 Washington Place NE in Ward 5. Urban Atlantic

also served as master developer for The Parks at Walter Reed, a 66-acre mixed-use redevelopment of the former Walter Reed Army Medical Center in Ward 4, in joint venture with Hines and Triden Development.

a. Congress Park:









b. Lex and Leo:





c. Rhode Island Row:





d. The Parks at Walter Reed





127. Each of these projects was located in a District neighborhood with a materially different demographic profile than Ward 8, where Congress Park sits. Ward 6 is approximately

24% Black.⁸⁹ Ward 5 is approximately 58% Black.⁹⁰ Ward 4 is approximately 26% Black.⁹¹ Ward 8, by contrast, is approximately 81% Black.⁹²

VI. CLASS ACTION ALLEGATIONS

128. Plaintiffs bring this action, pursuant to Superior Court Rule of Civil Procedure 23(a) and 23(b) on behalf of themselves and all others similarly situated.

129. All Plaintiffs seek to represent a class (the “Damages Class”) defined as:

All tenants of record at Congress Park and all adult household members identified in Defendants’ records as approved occupants, at any time from 2012 through entry of judgment.

130. Plaintiffs Chandler, Dykes, and Williams also seek to represent a class (the “Injunctive Relief Class”) defined as:

All current tenants and current adult authorized occupants residing at Congress Park as of the date of class certification.

131. Excluded from the Classes are: (a) Defendants and their officers and directors; and (b) any person who timely and validly opts out of the Damages Class.

132. Plaintiffs reserve the right to amend, modify, or refine the Class definitions as appropriate during the course of this litigation.

133. This action has been brought and may properly be maintained on behalf of the Classes proposed herein under the criteria of Rule 23 of the Superior Court Rules of Civil Procedure.

⁸⁹ U.S. Census Bureau, American Community Survey 2023 5-Year Estimates, Ward 6, DC, <https://censusreporter.org/profiles/61000US11006-ward-6-dc/>.

⁹⁰ U.S. Census Bureau, American Community Survey 2023 5-Year Estimates, Ward 5, DC, <https://censusreporter.org/profiles/61000US11005-ward-5-dc/>.

⁹¹ U.S. Census Bureau, ACS 2023 5-Year Estimates, Ward 4, DC, <https://censusreporter.org/profiles/61000US11004-ward-4-dc/>.

⁹² U.S. Census Bureau, ACS 2023 5-Year Estimates, Ward 8, DC, <https://censusreporter.org/profiles/61000US11004-ward-8-dc/>.

134. **Numerosity—Superior Court Rule of Civil Procedure 23(a)(1).** The members of the Classes are so numerous that individual joinder of all Class members is impracticable. Congress Park comprises 377 residential units across 27 buildings. Upon information and belief, more than 1,000 individuals have resided at Congress Park during the Class Period. The exact number and identities of Class members are ascertainable through Defendants’ leasing records, HUD subsidy documentation, and property management files, all of which are within Defendants’ possession, custody, or control.

135. **Commonality and Predominance—Superior Court Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including without limitation:

- a. Whether Defendants owned, operated, managed, and/or controlled Congress Park through centralized or coordinated systems applicable across the property;
- b. Whether Defendants had actual or constructive notice of recurring unsafe, unsanitary, or uninhabitable conditions at Congress Park;
- c. Whether Defendants failed to maintain common areas, shared building systems, and security-related infrastructure in safe, sanitary, habitable, and legally compliant condition;
- d. Whether Defendants’ maintenance, repair, staffing, budgeting, inspection-response, work-order, remediation, security, and capital-expenditure practices caused recurring deprivation of legally compliant housing-related services;
- e. Whether Defendants’ conduct violated the District of Columbia Housing Code and other legal standards incorporated into Plaintiffs’ claims;

- f. Whether Defendants provided housing-related services and facilities at Congress Park materially inferior to those required by the lease and by federal and District law on the basis of race or source of income, in violation of the the District of Columbia Human Rights Act;
- g. Whether Defendants engaged in unfair or deceptive trade practices, including whether Defendants' alleged Title 16 violations constitute per se violations under D.C. Code § 28-3904(dd), in connection with the leasing, recertification, maintenance, repair, management, and operation of Congress Park;
- h. Whether Defendants are liable under agency, alter-ego, or joint-enterprise principles for acts and omissions relating to Congress Park;
- i. Whether common injunctive or declaratory relief is warranted to require remediation of property-wide conditions, shared building systems, common areas, and security-related infrastructure;
- j. Whether Plaintiffs' damages theories, including the diminished value of the housing-related services Defendants were obligated to provide, are capable of classwide measurement through common proof and common methodologies; and
- k. Whether Defendants' conduct was willful, wanton, or taken in reckless disregard of Class members' rights, warranting punitive damages.

136. **Typicality—Superior Court Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the claims of other Class members because they all arise from Defendants' alleged property-wide course of conduct regarding maintenance, habitability, capital investment, and

security at Congress Park. Plaintiffs and the other Damages Class members also all suffered damages as a direct proximate result of the same wrongful practices in which Defendants engaged.

137. **Adequacy—Superior Court Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other Class members that they seek to represent. Plaintiffs have retained counsel competent and experienced in complex class action litigation, and Plaintiffs intend to prosecute this action vigorously. The Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

138. **Declaratory and Injunctive Relief—Superior Court Rule of Civil Procedure 23(b)(2).** Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class members as a whole.

139. **Superiority—Superior Court Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Damages Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for the Damages Class members to individually seek redress for Defendants' wrongful conduct. Even if the Damages Class members could afford litigation the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management

difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VII. TOLLING OF THE STATUTES OF LIMITATION

A. Discovery Rule Tolling

140. Plaintiffs could not have discovered through the exercise of reasonable diligence the property-wide scope of Defendants' failures to maintain Congress Park within the time period of any applicable statutes of limitation.

141. Residents could observe conditions in their own units and in the common areas that they used, but they could not know the cumulative, property-wide scope of Defendants' failures. That information was reflected in records Defendants controlled and residents could not access, including inspection histories, violation records, maintenance and repair records, and records concerning the budgeting and staffing decisions that governed the property.

B. Fraudulent Concealment

142. Throughout the time period relevant to this action, Defendants concealed from and failed to disclose to Plaintiffs and the other Class members vital information showing how many units were affected, how long violations had gone unaddressed, and how Defendants had chosen to fund, staff, repair, and maintain Congress Park.

143. Indeed, Defendants kept Plaintiffs and the other Class members ignorant of vital information essential to the pursuit of their claims. As a result, neither Plaintiffs nor the other Class members could have discovered the defect, even upon reasonable exercise of diligence.

144. Specifically, Defendants represented through leases and recertifications that Congress Park was being maintained in compliant condition, performed temporary or superficial repairs that left underlying conditions in place, and did not disclose to residents the scale of the

violations the property had accumulated or the inspection and enforcement history it had generated. A resident who experienced a condition in her own unit had no reasonable way to know that the condition was one part of a documented, property-wide pattern.

145. Despite their knowledge of the property-wide scope of Defendants' failure to maintain Congress Park, Defendants failed to disclose and concealed, and continues to conceal, this critical information from Plaintiffs and the other Class members, even though, at any point in time, it could have done so. the property-wide scope of the conditions from residents.

146. Plaintiffs and the other Class members justifiably relied on Defendants to disclose their property-wide failure to maintain Congress Park, because that scope was hidden and not discoverable through reasonable efforts by Plaintiffs and the other Class members.

147. Thus, the running of all applicable statutes of limitation have been suspended with respect to any claims that Plaintiffs and the other Class members have sustained as a result of the defect, by virtue of the fraudulent concealment doctrine.

C. Estoppel

148. Defendants were under a continuous duty to disclose to Plaintiffs and the other Class members the true property-wide scope of their property-wide failure to maintain Congress Park.

149. Defendants knowingly concealed the true property-wide scope of their property-wide failure to maintain Congress Park.

150. Based on the foregoing, Defendants are estopped from relying on any statutes of limitations in defense of this action.

D. Continuing Violation

151. Defendants' failure to maintain Congress Park was continuous. The lease, the Housing Code, and the implied warranty of habitability imposed ongoing obligations that Defendants were required to satisfy throughout each tenancy.

152. For years, Defendants left documented violations unabated, allowed common areas and building systems to deteriorate, and continued to collect rent and federal subsidies. Each day those conditions persisted was a renewed failure to perform the obligations Defendants owed, and Defendants renewed those obligations each time they executed a lease, recertified a tenancy, and demanded rent.

153. To the extent that any claim or portion of the damages period would otherwise fall outside an applicable limitations period, the limitations period was tolled by Defendants' continuing failure to perform their obligations.

VIII. CLAIMS ALLEGED

COUNT I

THE DISTRICT OF COLUMBIA HUMAN RIGHTS ACT

(D.C. CODE § 2-1402.21)

(On Behalf of Plaintiffs and all other members of the Classes)

(Against All Defendants)

154. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

155. The District of Columbia Human Rights Act ("DCHRA") makes it unlawful to discriminate in the terms, conditions, or privileges of rental housing, or in the furnishing of facilities or services in connection with rental housing, because of race, source of income, or place of residence. D.C. Code § 2-1402.21(a). The DCHRA also makes it unlawful to refuse or restrict

facilities, services, repairs, or improvements for a tenant or lessee because of race or source of income. D.C. Code § 2-1402.21(a)(4).

156. The DCHRA further provides that any practice which has the effect or consequence of violating the chapter is an unlawful discriminatory practice, D.C. Code § 2-1402.68, a provision the D.C. Court of Appeals has held imports disparate-impact liability into the Act. *Gay Rights Coal. v. Georgetown Univ.*, 536 A.2d 1, 29 (D.C. 1987).

157. Congress Park households rented under a project-based Section 8 program and received housing on terms tied to federal rental assistance. Section 8 housing-assistance payments made to an owner, directly or through a tenant, constitute a protected source of income under the DCHRA. Plaintiffs and the other Class members are predominantly Black. Plaintiffs and all other Class members reside or resided at Congress Park in Ward 8. Plaintiffs and the other Class members are protected by the DCHRA on the basis of race and place of residence, and to the extent applicable to affected tenants and lessees, source of income.

158. Defendants own, control, manage, and/or operate Congress Park and are responsible for providing housing-related services and facilities to residents, including maintenance, repairs, common-area services, security-related infrastructure, and habitability-related services.

159. Defendants knew that the households residing at Congress Park received housing through federal rental assistance and that their tenancies were financed through a protected source of income. Defendants furnished those subsidized households housing-related services and facilities, including repairs, maintenance, common-area services, security-related infrastructure, and habitability-related services, materially inferior to those required by the lease and by federal and District law.

160. Defendants operated Congress Park through centralized budgeting, staffing, maintenance, capital-expenditure, and operational practices, and during the period Congress Park deteriorated directed capital and operational attention to other Urban Atlantic projects located in District neighborhoods with substantially smaller Black populations. Those centralized allocation and operational practices, rather than isolated or unit-specific decisions, produced the property-wide deprivation of legally compliant housing-related services described above.

161. Defendants' centralized allocation and operational practices, and their sustained failure to provide legally compliant housing-related services and facilities at Congress Park, taken together with the racial composition of the tenant population and Defendants' contemporaneous direction of capital, maintenance, and operational attention to other Urban Atlantic projects in District neighborhoods with substantially smaller Black populations, support an inference that race was a factor in Defendants' decisions concerning maintenance, repairs, security-related services, capital allocation, and operational priority at Congress Park.

162. By providing materially deficient housing-related services and facilities at Congress Park, Defendants discriminated against Plaintiffs and the other Class members in the terms, conditions, privileges, services, and facilities connected with rental housing because of race, because of their place of residence, and, to the extent applicable to affected tenants and lessees, because their housing was financed through a protected source of income, that resides in Ward 8, and whose income derives from federal housing assistance, and who reside in Ward 8, in violation of D.C. Code Sections 2-1402.21(a)(4) and 2-1402.68.

163. Defendants' discriminatory conduct caused Plaintiffs and the other Class members to receive materially inferior housing-related services and facilities, resulting in diminished housing value, diminished use and enjoyment, out-of-pocket losses, and other damages.

164. Defendants’ conduct was willful, wanton, and taken in reckless disregard of the rights of Plaintiffs and the other Class members.

165. As a direct and proximate result of Defendants’ violations of the DCHRA, Plaintiffs and the other Class members are entitled to compensatory damages, punitive damages, injunctive and declaratory relief, reasonable attorneys’ fees and costs, and such other relief as permitted by law.

COUNT II
DISTRICT OF COLUMBIA CONSUMER PROTECTION PROCEDURES ACT
(D.C. Code §§ 28-3901, *et seq.*)
(On Behalf of Plaintiffs and all other members of the Classes)
(Against All Defendants)

166. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

167. Plaintiffs’ CPPA claims are based on conduct occurring on or after the effective date of D.C. Law 23-21, which created the private right of action for CPPA claims arising from landlord-tenant relations. *See Sizer v. Lopez Velasquez*, 270 A.3d 299, 306-07 (D.C. 2022).

168. The CPPA is a “comprehensive statute” designed to “remedy all improper trade practices.” *Osborne v. Capital City Mortgage Corp.*, 727 A.2d 322, 325 (D.C. 1999) (emphasis in original). The CPPA “protects consumers from those ‘unlawful trade practices’ enumerated in § 28-3904, as well as practices prohibited by other statutes and common law.” *Id.*

169. Defendants are “merchants” under the CPPA because they lease residential dwelling units and supply housing-related services to consumers in the ordinary course of business. D.C. Code § 28-3901(a)(3).

170. Plaintiffs and the other Class members are “consumers” under the CPPA because they received housing and housing-related services from Defendants at Congress Park. D.C. Code § 28-3901(a)(2).

171. Defendants’ leasing, recertification, rent collection, maintenance, repair, management, and operation of Congress Park constituted consumer-facing trade practices in connection with the provision of residential housing and housing-related services.

172. In connection with the leasing, recertification, maintenance, repair, management, and operation of Congress Park, Defendants engaged in unfair and deceptive trade practices in violation of D.C. Code § 28-3904(a), (d), (e), (f), and (f-1), whether or not any Class member was in fact misled, deceived, or damaged thereby:

- a. Representing that goods or services have characteristics, uses, or benefits that they do not have, in violation of § 28-3904(a), by entering into, recertifying, and continuing to perform lease agreements that committed Defendants to maintain common areas, equipment and appliances, lighting, grounds, and dwelling units in safe, sanitary, habitable, and legally compliant condition, while Defendants failed to provide housing-related services with those characteristics, uses, or benefits;
- b. Representing that goods or services are of a particular standard, quality, or grade when they are of another, in violation of § 28-3904(d), by entering into, recertifying, and continuing to perform lease agreements that required legally compliant maintenance, repairs, common-area services, security-related infrastructure, and habitability-related services, while providing housing-related services materially below that standard;

- c. Representing that goods or services have been supplied in accordance with previous representations when they have not, in violation of § 28-3904(e), by continuing to demand rent, accept rent, accept federal housing assistance, respond to maintenance requests, and operate Congress Park as though Defendants were providing legally compliant housing-related services, while failing to provide those services;
- d. Failing to state a material fact where such failure tends to mislead, in violation of § 28-3904(f), by failing to disclose, in connection with lease execution, tenancy recertification, rent demands, maintenance communications, and the continuing provision of housing-related services, the cumulative scale of housing code violations at Congress Park, the documented history of violent incidents on the premises, recurring failures in common-area security-related infrastructure, and recurring unsafe, unsanitary, and uninhabitable conditions affecting the property; and
- e. Using or employing the knowing concealment, suppression, or omission of a material fact with the intent that a consumer rely thereon, in violation of § 28-3904(f-1), by knowingly concealing the cumulative scale of housing code violations, the documented history of violent incidents on the premises, recurring failures in common-area security-related infrastructure, and recurring unsafe, unsanitary, and uninhabitable conditions, while continuing to lease units, recertify tenancies, demand rent, respond to maintenance requests, and provide housing-related services at Congress Park.

173. Separately, D.C. Code § 28-3904(dd) makes violations of Title 16 of the District of Columbia Municipal Regulations per se CPPA violations. DOB Notices of Infraction are processed as Title 16 civil infractions under 16 DCMR §§ 3201.1 and 3301.1, and housing code violations at Congress Park are subject to the civil infraction provisions of 16 DCMR § 3305. Each Title 16 infraction issued to Defendants at Congress Park constitutes a separate per se CPPA violation.

174. Defendants' per se CPPA violations include, but are not limited to, the Title 16 infractions arising from violations of the D.C. Housing Code, D.C. Fire Prevention Code, and IPMC provisions identified above, including provisions governing fire safety, structural maintenance, egress, security-related infrastructure, pest control, plumbing, water service, electrical systems, mechanical systems, HVAC systems, lighting, and habitability.

175. In addition to the trade practices and per se violations described above, Defendants' conduct also constitutes actionable trade practices under D.C. Code § 28-3905(k)(1)(A) to the extent that Defendants, in the course of leasing, recertifying, managing, maintaining, repairing, and operating Congress Park, used trade practices that violated District law, including the District of Columbia Human Rights Act and District common-law obligations governing residential housing services.

176. Defendants' unfair and deceptive trade practices caused Plaintiffs and the other Class members to receive housing-related services worth materially less than the services Defendants represented, promised, and were legally required to provide, and caused diminished housing value, diminished use and enjoyment, out-of-pocket losses, and other damages.

177. Defendants' conduct was willful, wanton, and taken in reckless disregard of the rights of Plaintiffs and the other Class members.

178. As a direct and proximate result of Defendants' violations of the CPPA, Plaintiffs and the other Class members, as applicable, are entitled to statutory damages, treble damages, punitive damages, injunctive and declaratory relief, reasonable attorneys' fees and costs, and such other relief as permitted by D.C. Code § 28-3905(k).

COUNT III
BREACH OF CONTRACT
(On Behalf of Plaintiffs and the Class members who were
tenants of record at Congress Park)
(Against the Ownership Defendants and Management Defendants)

179. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

180. Congress Park is operated under a HUD Section 8 HAP contract.

181. HUD regulations require owners of subsidized housing to use the HUD Model Lease for Subsidized Programs, form HUD-90105a, which constitutes the required lease form governing all tenancies at Congress Park. *See* 24 C.F.R. §§ 5.360, 880.606, 883.701, 884.215, 886.127.

182. Plaintiffs and members of the Damages Class asserting this claim were tenants of record under written lease agreements for residential dwelling units at Congress Park.

183. Under the HUD model lease, the Landlord expressly agreed to:

- a. Regularly clean all common areas of the project;
- b. Maintain the common areas and facilities in a safe condition;
- c. Arrange for collection and removal of trash and garbage;
- d. Maintain all equipment and appliances in safe and working order;
- e. Make necessary repairs with reasonable promptness;
- f. Maintain exterior lighting in good working order;

- g. Provide extermination services as necessary; and
- h. Maintain grounds and shrubs.

184. The Ownership Defendants were parties to, or otherwise bound by, the lease agreements governing tenancies at Congress Park.

185. The Management Defendants, Edgewood and Franklin Johnston, managed Congress Park and undertook day-to-day responsibility for performing lease obligations, including maintenance, repairs, inspections, common-area upkeep, extermination, exterior lighting, and other habitability-related services.

186. To the extent that the Management Defendants signed leases, assumed lease obligations, acted as landlord or landlord's agent, or otherwise undertook responsibility for performance of those obligations, they are liable for the breaches alleged below. In all events, the Management Defendants acted as agents of the Ownership Defendants, and their acts and omissions in operating and maintaining Congress Park are attributable to the Ownership Defendants.

187. Defendants breached the lease agreements by failing to perform their contractual obligations, including by:

- a. Failing to regularly clean common areas, in breach of Model Lease § 10(a)(1);
- b. Failing to maintain common areas and facilities in safe condition, in breach of Model Lease § 10(a)(2);
- c. Failing to maintain equipment and appliances in safe and working order, in breach of Model Lease § 10(a)(4);
- d. Failing to make necessary repairs with reasonable promptness, in breach of Model Lease § 10(a)(5);

- e. Failing to maintain exterior lighting in good working order, in breach of Model Lease § 10(a)(6);
- f. Failing to provide extermination services as necessary, in breach of Model Lease § 10(a)(7); and
- g. Failing to maintain grounds, common areas, shared building systems, security-related infrastructure, and dwelling units in the safe, sanitary, habitable, and legally compliant condition required by the lease.

188. Defendants' breaches were sustained and material. For years, Defendants failed to provide the housing-related services and habitability protections required by the lease while continuing to collect rent and federal housing-assistance payments tied to Congress Park.

189. As a direct and proximate result of Defendants' breaches of contract, Plaintiffs and the Damages Class members asserting this claim received housing-related services worth materially less than the services promised in their lease agreements and suffered diminished housing value, diminished use and enjoyment, out-of-pocket losses, and other damages.

190. Plaintiffs and the Damages Class members asserting this claim are entitled to compensatory damages and such other relief as permitted by law.

COUNT IV
BREACH OF IMPLIED WARRANTY OF HABITABILITY
(On Behalf of Plaintiffs and the Class members who were tenants
of record at Congress Park)
(Against the Ownership Defendants and Management Defendants)

191. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

192. Under District of Columbia law, every residential lease contains an implied warranty of habitability. *Javins v. First National Realty Corp.*, 428 F.2d 1071, 1082 (D.C. Cir.

1970). The warranty requires that the landlord maintain the leased premises in compliance with the housing code throughout the term of the lease. *Id.* at 1082-83. The warranty is non-waivable and exists independently of any express lease terms. *Id.* at 1081-82.

193. The implied warranty of habitability applies to the dwelling units and to the common areas of the residential complex. *Id.* at 1082 n.62. Compliance with the housing code is the measure of the landlord's obligation. *Id.* at 1080.

194. The Ownership Defendants were parties to, or otherwise bound by, the residential leases governing tenancies at Congress Park.

195. The Management Defendants, Edgewood and Franklin Johnston, managed Congress Park and undertook day-to-day responsibility for maintenance, repairs, inspections, common-area upkeep, extermination, exterior lighting, and other habitability-related services.

196. To the extent that the Management Defendants signed leases, assumed lease obligations, acted as landlord or landlord's agent, or otherwise undertook responsibility for maintaining Congress Park in habitable condition, they are liable for the breaches alleged below. In all events, the Management Defendants acted as agents of the Ownership Defendants, and their acts and omissions in operating and maintaining Congress Park are attributable to the Ownership Defendants.

197. Defendants breached the implied warranty of habitability by failing to maintain Congress Park in compliance with the District of Columbia Housing Code. The documented housing code violations, as detailed in the factual allegations above, establish that Defendants failed to meet the minimum standards of habitability required by law. These violations include, but are not limited to, fire safety deficiencies, heating failures, structural defects, plumbing and

electrical failures, common-area deficiencies, shared-building-system failures, pest infestations, and security deficiencies, each of which constitutes a breach of the implied warranty.

198. The breach of the implied warranty of habitability was property-wide and continuous. The conditions giving rise to the breach were not isolated to individual units but affected the common areas, building systems, security-related infrastructure and numerous units throughout Congress Park, depriving Plaintiffs and the Damages Class members who were tenants of record of the habitable housing conditions required by District law.

199. As a result of Defendants' breach, Plaintiffs and the Damages Class members asserting this claim received housing-related services and dwelling conditions worth materially less than the habitable housing Defendants were legally required to provide.

200. As a direct and proximate result of Defendants' breach of the implied warranty of habitability, Plaintiffs and the Damages Class members who were tenants of record are entitled to compensatory damages and such other relief as permitted by applicable law, in amounts to be determined at trial.

COUNT V
NEGLIGENCE (PREMISES LIABILITY)
(On Behalf of Plaintiffs and the Damages Class)
(Against All Defendants)

201. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

202. At all times relevant to this action, Defendants owned, operated, managed, maintained, and/or controlled Congress Park. Defendants SWDA and SWDA II owned the property. Defendants Edgewood and Franklin Johnston managed the property and exercised day-to-day control over its maintenance, security, and operations. The remaining Defendants exercised

ownership, governance, operational, management, or control authority over Congress Park as alleged above.

203. Under District of Columbia law, a property owner owes a duty of reasonable care to tenants. A property management company that exercises control over the premises owes the same duty.

204. The duty of reasonable care includes maintaining the premises in a reasonably safe condition, keeping common areas under the landlord's control safe for use by tenants, protecting tenants from foreseeable criminal acts by third parties, and taking reasonable measures within the landlord's control to address foreseeable risks of harm in common areas and other areas under Defendants' control.

205. The duty to protect against third-party criminal acts arises only on a heightened showing that the criminal conduct was foreseeable, established through a combination of factors including prior similar incidents on the premises.

206. As set forth in the factual allegations above, Defendants had actual and constructive knowledge of recurring violent crime, common-area security failures, and deteriorating physical conditions at Congress Park. Repeated shootings at Congress Park's own addresses, combined with broken or unsecured entry doors, inadequate lighting, absent or inoperable cameras, lack of meaningful security patrols, resident complaints, government inspections, media coverage, and documented housing code violations across the property, placed Defendants on notice of foreseeable risks arising from continued common-area security and maintenance failures. Incidents occurring near Congress Park are alleged as additional notice of escalating risk in and around the property, not as independent injuries for which Defendants are necessarily responsible.

207. Defendants breached their duty of reasonable care to Plaintiffs and the members of the proposed Damages Class by, among other things:

- a. Failing to maintain functioning locks on building entry doors, thereby permitting unauthorized people to enter the buildings;
- b. Failing to maintain adequate lighting in common areas, hallways, stairwells, and walkways;
- c. Failing to install, maintain, or monitor functional security cameras;
- d. Failing to provide adequate security personnel to patrol the premises;
- e. Failing to implement reasonable security measures within Defendants' control despite years of notice of violent crime on the premises;
- f. Failing to maintain common areas, walkways, stairwells, entryways, shared building systems, and other areas under Defendants' control in reasonably safe condition; and
- g. Failing to maintain the premises in compliance with the D.C. Housing Code, the D.C. Fire Prevention Code, and the International Property Maintenance Code.

208. Defendants had control over common areas, entry systems, lighting, security-related infrastructure, shared building systems, and other areas of Congress Park. Despite repeated notice of foreseeable risk, Defendants failed to take reasonable measures within their control to maintain those areas and systems in reasonably safe condition.

209. Defendants' breaches diminished the safety, utility, habitability, and value of the housing-related services provided at Congress Park and caused Plaintiffs and the Damages Class

to suffer loss of use and enjoyment, diminished housing value, out-of-pocket losses, fear, disruption, and other damages.

210. As a direct and proximate result of Defendants' negligence, Plaintiffs and the members of the proposed Damages Class are entitled to compensatory damages, punitive damages, and such other relief as permitted by applicable law, in amounts to be determined at trial.

COUNT VI
NEGLIGENCE PER SE
(On Behalf of Plaintiffs and the Damages Class)
(Against All Defendants)

211. Plaintiffs adopt and incorporate by reference all allegations contained in paragraphs 1 through 153 above.

212. The District of Columbia Housing Code (14 DCMR), the D.C. Fire Prevention Code (12-G DCMR), and the International Property Maintenance Code (IPMC), as adopted by the District of Columbia, impose mandatory duties on landlords, owners, managers, and persons in control of residential rental properties to maintain residential rental properties in safe, sanitary, and habitable condition.

213. These mandatory duties apply to property owners and to property management companies that own, control, manage, operate, or have assumed responsibility for maintaining the residential rental premises in compliance with applicable codes. These statutes and regulations were enacted to protect the health, safety, and welfare of residents and occupants of residential housing in the District of Columbia. Plaintiffs and the members of the proposed Damages Class are within the class of people these regulations were designed to protect. These regulations impose specific, mandatory safety commands upon Defendants that are distinct from the general common law duty of care.

214. Under District of Columbia law, violation of a safety statute or regulation enacted for the protection of a particular class of people constitutes negligence per se when the plaintiff is within the protected class and suffers the type of harm the statute or regulation was designed to prevent. *See Ceco Corp. v. Coleman*, 441 A.2d 940, 945 (D.C. 1982).

215. As set forth in the factual allegations above, Defendants violated multiple provisions of the District of Columbia Housing Code, the D.C. Fire Prevention Code, and the IPMC, including provisions governing:

- a. Smoke alarms, carbon-monoxide detection, fire extinguishers, and other fire-safety requirements;
- b. Heating, mechanical, electrical, and HVAC systems;
- c. Plumbing, water service, hot water, and sanitary plumbing fixtures;
- d. Structural maintenance, interior surfaces, walls, floors, ceilings, stairs, and walking surfaces;
- e. Pest and rodent infestation;
- f. Windows, doors, locks, entry systems, and other security-related infrastructure;
- g. Common-area lighting, hallways, stairwells, walkways, and other common areas; and
- h. Egress, fire escapes, emergency exits, and related life-safety requirements.

216. Defendants' violations of these regulations are documented in District of Columbia DOB records, which reflect more than 1,100 violations at Congress Park resulting in more than \$1.1 million in assessed fines.

217. The harms suffered by Plaintiffs and the members of the proposed Damages Class, including unsafe and uninhabitable living conditions, diminished use and enjoyment of their homes

and common areas, loss of housing-service value, disruption, discomfort, and related out-of-pocket losses, are the types of harm that the D.C. Housing Code, the D.C. Fire Prevention Code, and the IPMC were enacted to prevent.

218. Defendants' violations of these statutes and regulations constitute negligence per se, establishing Defendants' breach of duty as a matter of law.

219. Defendants' violations were a direct and proximate cause of the Plaintiffs' and Damages Class members' diminished housing value, diminished use and enjoyment, out-of-pocket losses, and other damages.

220. As a direct and proximate result of Defendants' negligence per se, Plaintiffs and the members of the proposed Damages Class are entitled to compensatory damages, punitive damages, and such other relief as permitted by applicable law, in amounts to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of the other Class members, respectfully request that this Court enter judgment in their favor and against Defendants, jointly and severally, and award the following relief:

- A. Certify this action as a class action on behalf of the proposed Classes pursuant to Superior Court Rule of Civil Procedure 23(a) and (b)(2) and/or (b)(3), or, in the alternative, pursuant to Rule 23(b)(2) and (c)(4);
- B. Designate the named Plaintiffs as representatives of the proposed Classes and designate Plaintiffs' counsel of record as Class Counsel;
- C. Enter a declaratory judgment declaring that Defendants' pattern and practice of neglect of Congress Park violates the District of Columbia Human Rights Act, the District of Columbia Consumer Protection Procedures Act, and the District of

Columbia Housing Code, and that Defendants are obligated as a matter of law to maintain Congress Park in habitable, safe, and sanitary condition;

- D. Enter preliminary and permanent injunctive relief for the benefit of the Injunctive Relief Class ordering Defendants to: (i) cease violating the District of Columbia Human Rights Act, and the District of Columbia Housing Code; (ii) remediate all outstanding housing code violations at Congress Park; (iii) implement and maintain adequate security measures, including functioning locks on all building entry doors, adequate lighting in all common areas, functional security cameras, and sufficient security personnel; and (iv) submit to Court-supervised monitoring of compliance for a period to be determined by the Court;
- E. Award compensatory damages to Plaintiffs and the Damages Class in an amount to be determined at trial, including diminution of the value of the housing services Defendants were obligated to provide, loss of use and enjoyment of dwelling units and common areas, and other out-of-pocket losses;
- F. Award restitution to Plaintiffs and the Damages Class in amounts to be determined in subsequent proceedings;
- G. Award treble damages or \$1,500 per violation under the D.C. Consumer Protection Procedures Act, whichever is greater to Plaintiffs and the members of the Damages Class entitled to such relief;
- H. Award punitive damages to Plaintiffs and the Damages Class in an amount sufficient to punish Defendants and deter similar conduct;
- I. Award reasonable attorneys' fees and costs pursuant to D.C. Code § 2-1403.16, D.C. Code § 28-3905(k)(2), and any other applicable basis;

- J. Award pre-judgment and post-judgment interest as permitted by law; and
- K. Award such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Dated: July 15, 2026

Respectfully submitted,

/s/ Diandra Debrosse

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**Pro hac vice motion forthcoming*