

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
Civil Division

SARAH E. KRIEGER TRUSTEE,  
SARAH E. KRIEGER TRUST  
1419 S Street, N.W.  
Washington, D.C. 20009

and

SARAH E. KRIEGER  
1419 S Street, N.W.  
Washington, D.C. 20009

and

EVAN KLONDAR  
1419 S Street, N.W.  
Washington, D.C. 20009

Plaintiffs,

v.

REVIEW DEVELOPMENT, LLC  
Serve: Jason Luttrell  
6322 5<sup>th</sup> Street, N.W.  
Washington, D.C. 20011

and

JASON LUTTRELL  
6322 5<sup>th</sup> Street, N.W.  
Washington, D.C. 20011

Defendants.

Civil Action No. \_\_\_\_\_

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**VERIFIED COMPLAINT**

Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust (collectively, the “**Plaintiffs**”), by and through undersigned counsel, respectfully file this Verified Complaint

against Review Development, LLC (“**Review**”) and Jason Luttrell (“**Luttrell**”) and aver as follows:

### **JURISDICTION AND VENUE**

1. Jurisdiction of this Court is invoked pursuant to D.C. Code § 13-423.
2. Jurisdiction and venue are proper as the subject matter of this action relates to real property located within Square 0206, Lot 0005 and more commonly referred to as 1419 S Street, N.W., Washington, D.C. 20009 (the “**Property**”).
3. Additionally, the injury and damages complained of occurred within the District of Columbia by actions of Review and Luttrell made within the District of Columbia.

### **PARTIES**

4. Sarah Krieger is a natural person residing within the District of Columbia.
5. Evan Klondar is a natural person residing within the District of Columbia.
6. The Sarah E. Krieger Trust is a trust settled within the District of Columbia.
7. Review is a District of Columbia limited liability company that is authorized to transact business within the District of Columbia.
8. Luttrell is a natural person residing within the District of Columbia.

### **FACTS COMMON TO ALL COUNTS**

9. On or about November 7, 2017, Plaintiffs entered into an Agreement (the “**Agreement**”) with Review for the renovation of the Property.
10. A true and accurate copy of the Agreement is attached hereto as Exhibit 1.
11. Prior to entering into the Agreement, Review and Luttrell made various representations to Plaintiffs regarding defendants’ licensure and their abilities which, while such representations were false, were relied upon by Plaintiffs.

12. At the time the Agreement was executed, neither Luttrell nor Review were licensed to provide the work described therein.
13. The Home Improvement Contractor (“**HIC**”) License No. 4203-15000426 expired on August 31, 2017.
14. The General Contractor/Construction Manager (“**GC/CM**”) License No. 4105-15000602 commenced on September 1, 2019.
15. Neither a HIC nor a GC/CM License number is included on the Agreement, nor does the Agreement contain a copy of any license.
16. Neither Review nor Luttrell provided Plaintiffs with a copy of any evidence of insurance.
17. Neither Review nor Luttrell provided Plaintiffs with an EPA Lead Certification at the time of entering into the Agreement notwithstanding that the Property was constructed prior to 1978.
18. Neither Review nor Luttrell provided Plaintiffs with the EPA Renovate Rights.
19. Neither Review nor Luttrell provided Plaintiffs with evidence of a DC DOEE Lead Badge Certification notwithstanding that evidence of one is required for the project at issue.
20. The Agreement provides for a timeline of 12 to 16 weeks for completion and a total project cost of \$138,520.00.
21. During the life of the project, the cost ballooned to \$237,038.60.
22. To date, the project remains incomplete.
23. To date, Plaintiffs have paid \$224,710.80 towards completion of the project.

24. On December 2, 2018, Review sent a document titled “Project Invoice – Sub. Complete” detailing Review’s false contention as to the status of the purported work completed and the then-existing payments.
25. A true and accurate copy of the document titled “Project Invoice – Sub. Complete” is attached hereto as Exhibit 2.
26. Despite the substantial payments to Review, the Agreement was not properly performed and much of the work actually performed was done in an unworkmanlike manner and without proper permits.
27. On October 22, 2020—after a review of the then-existing status of the project—DC Building Plans & Consultants, LLC drafted a Renovation Project Status Report (the “**Status Report**”) which identifies a number of defects in the project as well as defects in the manner and methods employed by defendants in regard to the project.
28. A true and accurate copy of the Status Report is attached hereto as Exhibit 3.
29. In order to complete the project, it is estimated that Plaintiffs will need to expend no less than \$56,500.00, exclusive of attorneys’ fees.
30. Luttrell has, and at all times relevant herein, has had, a controlling ownership interest in Review.
31. Luttrell has used the corporate form of Review to perpetrate a fraud or wrong as set forth herein.
32. Review is a mere alter ego of Luttrell. To hold Luttrell and Review liable for the debts of the other would be both fair and just.
33. Review and Luttrell are liable, jointly and severally, for the acts of the other.

**COUNT I – D.C. CONSUMER PROTECTION PROCEDURES ACT**

34. The foregoing paragraphs are incorporated herein by reference.
35. Review and Luttrell marketed themselves to have significant experience in renovations of property such as the Property at issue.
36. In connection with the marketing of their services, Review and Luttrell made misrepresentations and material omissions that had a tendency to mislead.
37. Review and Luttrell were and are each a “merchant” within the meaning of the D.C. Consumer Protection Procedures Act (the “CPPA”).
38. Plaintiffs are each a “person” within the meaning of the CPPA.
39. Plaintiffs are each a “consumer” within the meaning of the CPPA.
40. Providing the services as set forth in the Agreement is a provision of “goods and services” within the meaning of the CPPA.
41. The making of representations and otherwise marketing such goods and services constitutes “trade practice” within the meaning of the CPPA.
42. By making representations, and by failing to adequately and properly renovate the Property, Review and Luttrell engaged in unlawful trade practices within the meaning of the CPPA.
43. Among the violations of the CPPA by defendants in addition to the above-described failure to possess proper licenses and misrepresentations regarding the quality of services to be provided include, but are not limited to: that the advertisements and Agreement fail to include defendants’ license number (17 DCMR §§ 3904.1, 3905.1 and 3905.7 and 16 DCMR §§808.4 and 808.9); that defendants accepted payment notwithstanding that there exists no written agreement “in accordance with the provisions “of the municipal

regulations (17 DCMR § 3905.2, 16 DCMR § 811.1 and 16 DCMR § 808.1); there is no set of specifications included with the Agreement (17 DCMR § 3905.11 and 16 DCMR § 808.12); and, the required warnings are not set forth in the Agreement (17 DCMR § 3905.13 and 16 DCMR § 808.15).

44. Plaintiffs, acting for their own interests, and for the interests of the general public, are entitled, pursuant to D.C. Code § 28-3905(k), to bring this action seeking relief from Review's and Luttrell's unlawful trade practices.

WHEREFORE, Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust respectfully pray that judgment be entered in their favor in the form of compensatory damages against Review Development, LLC and Jason Luttrell, jointly and severally, in an amount to be proven at trial of not less than \$224,710.80; treble damages against Review Development, LLC and Jason Luttrell, jointly and severally; punitive damages against Review Development, LLC and Jason Luttrell, jointly and severally, jointly and severally, in an amount to be determined; costs, attorneys' fees, prejudgment and post-judgment interest against Review Development, LLC and Jason Luttrell, jointly and severally; and, any further amounts deemed just and proper by this Court.

## **COUNT II – NEGLIGENCE**

45. The foregoing paragraphs are incorporated herein by reference.

46. Review and Luttrell, as well as their respective agents, employees and contractors, had a duty to act to perform the above-referenced construction and renovation in a workmanlike manner.

47. Review and Luttrell, as well as their respective agents, employees and contractors, breached their duty by failing to act in a reasonable manner as set forth *supra*.

48. Review and Luttrell, as well as their respective agents, employees and contractors, caused damage to the Plaintiffs and the Property.

WHEREFORE, Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust respectfully pray that judgment be entered in their favor in the form of compensatory damages against Review Development, LLC and Jason Luttrell, jointly and severally, in an amount to be proven at trial of not less than \$56,500.00; punitive damages against Review Development, LLC and Jason Luttrell, jointly and severally, jointly and severally, in an amount to be determined; costs, attorneys' fees, prejudgment and post-judgment interest against Review Development, LLC and Jason Luttrell, jointly and severally; and, any further amounts deemed just and proper by this Court.

Respectfully submitted,

JACKSON & CAMPBELL, P.C.

/s/ Christopher A. Glaser

Christopher A. Glaser (DC Bar No. 463583)

2300 N Street, N.W.

Suite 300

Washington, D.C. 20037

Telephone: (202) 457-1600

Facsimile: (202) 457-1678

cglaser@jackscamp.com

*Counsel for Plaintiffs*

VERIFICATION

I hereby certify that the facts stated in the above complaint are true and correct to the best of my knowledge, information and belief.

Sarah Krieger, Trustee of the Sarah E. Krieger Trust  
Sarah Krieger, Trustee of the Sarah E. Krieger Trust

Sarah Krieger  
Sarah Krieger

Evan Klondar  
Evan Klondar





## AGREEMENT

This Agreement is made this 7th day of November, 2017 between Review Development, LLC (hereinafter referred to as Review Development) located at 6322 5th St. NW, Washington DC, 20011 and the Owners, Evan Klondar and Sarah Krieger in connection with the renovation of the property located at 1419 S St. NW, Washington DC, (hereinafter referred to as "Project").

### SECTION ONE (Scope of Work)

Review Development will provide the Work as agreed upon in the architectural drawings by Jobi Jones, LLC. Review Development shall provide and pay for labor, materials, equipment, tools, construction, equipment and machinery, necessary for proper execution and completion of the Work. The Owner understands that costs in the estimate ONLY cover construction related materials. Electrical Fixtures - cabinets, tile, plumbing fixtures, electrical fixtures, etc must be procured by the Homeowner. Further, Review Development reserves the right to issue change order for items not included in the attached Scope of Work (see Section Six for details of Change Orders). If Review Development must pick-up materials, Review Development will bill the homeowner at \$50.00 an hour to procure items outside of construction costs laid out in the Scope of Work. Building permit is to be obtained and paid in full by homeowner.

### SECTION TWO (Commencement of Work and Substantial Completion)

The substantial work for the Project shall begin in November 2017. Owners and Contractor will determine a start date in the coming weeks. Subject to authorized adjustments, the work will be substantially complete approximately 14-16 weeks from the commencement date of the Work. Substantially complete is defined as the space can be utilized for the purpose intended. The Owner agrees not to use or occupy any space where work has been completed until the Punch List Agreement has been signed by both parties. Review Development shall not be responsible for delays caused by weather, shipping delays, fire, flood, strikes, terrorism, inspections or other causes beyond the reasonable control of Review Development.

### SECTION THREE (Payment)

The Owner will compensate Review Development \$138,520 as the Contract Price for the Work, subject to authorized increases and/or decreases as provided in Section Six below. Payments shall be made to Review Development based on a payment schedule determined by Review Development and the Owner. If the Owner fails to make timely payment for services and materials provided, Review Development may elect to stop work until payment is made and the construction schedule shall be adjusted accordingly. Payment for allowances that are outside of the estimate (plumbing fixtures, tile, backsplash, appliances, cabinets and countertops) will be due before Review Development orders the materials.

### SECTION FOUR (Warranties)

Review Development warrants that the materials and equipment furnished under this Agreement will be of good quality, new (unless otherwise required or permitted by the architectural plans and specifications) and free from defects not inherent in the quality required or permitted. The Work will conform to the plans and specifications incorporated herein and will be of a good and workmanlike quality in accordance with local industry practices. Review Development warrants all work, equipment and materials for a period of two (2) years from the date of substantial completion walk-thru meeting. Non-payment of any portion of this Contract (or reimbursable costs) shall void warranty. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Review Development, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.



Warranty work must be performed by Review Development and/or its subcontractors. The Owners will notify Review Development during the (2) year warranty period, if any warranty work is required. Review Development and/or its subcontractors will repair or replace all warranted items.

This warranty is in lieu of all other warranties, statutory or otherwise, express or implied, and all other representations made by Review Development and all other obligations or liabilities with respect to the Work, including implied warranties of merchantability and fitness are expressly excluded from this warranty. Review Development warranty obligations shall not exceed those set forth in this section. Review Development does not warranty Owner provided items.

#### SECTION FIVE (Insurance)

Review Development agrees to maintain in full force through the period of construction of this Project, insurance that will protect it from claims arising under workmen's compensation and other employee benefit laws. Review Development further agrees that it will maintain in full force through the period of construction, insurance with limits of Two Million Dollars for injury, including death, and property damage, which may arise out of the Work performed by Review Development.

Owners agree to maintain property insurance during the construction of the Project on the building, renovation, materials and supplies at the site. Coverage to include, but not be limited to fire, extended coverage vandalism, malicious mischief, and theft.

#### SECTION SIX (Work Changes)

The parties may agree to changes in the Work without invalidating this Agreement by a Change Order. A Change Order shall be in writing and approved in writing by the Owner and Review Development. The Change Order shall identify the nature of the addition, deletion or modification, and shall show the adjustment to the Contract Price and any adjustment to the completion schedule. In the event that a work change involving a significant amount of research to create the change order is requested by the Owner, Review Development will charge Owner a processing fee of \$150.00 per Change Order to cover that time associated with preparing the Change Order. If the changes are not executed, the fee will still be incurred. In the event that a requested change order requires an architect's time it will be charged to the Owner at \$135 per hour. Payment for a Change Order is due and payable upon receipt.

#### SECTION SEVEN (Termination and Suspension)

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms here of no fault of the other or if the Project in whole or substantial part is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction or as a result of an act of government.

In the event of termination, Review Development shall be paid for all Work performed and/or provided through the date of termination.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

#### SECTION EIGHT (Miscellaneous Provisions)



This Agreement is based on the current city, county, state and federal laws and regulations. Additional costs incurred as a result of changes in governmental regulations shall be paid entirely by the Owners. Owners are responsible for the payment of all impact and governmental fees that may be associated with the Work. Owners shall not bring outside contractors onto the job site while this contract's work is being performed without written agreement from Review Development.

#### SECTION NINE (Dispute Resolution)

Prior to litigation, the parties shall endeavor to settle disputes by non-binding mediation. If during the course of construction, a dispute arises, the parties will agree to either wait until the completion of the Project to submit the dispute to mediation together with all other disputes, or if there may be adverse ramifications to waiting until the completion of the Project, a party may request that the matter be submitted to mediation at that time.

The parties will mutually select an expert to serve as a mediator to assist in the resolution of the dispute. If the parties are unable to mutually agree on an expert, then the dispute shall be brought before American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. All mediation costs shall be shared equally.

A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

All claims, disputes or other matters in question arising out of this Agreement that are not resolved through mediation shall be determined by a state or federal court located in Washington, DC which has jurisdiction over this matter. (Review Development is registered in Washington, DC). The parties specifically waive the right to a trial by jury in any court with respect to any and all claims, including but not limited to those sounding in Contract, tort or statute, against the other arising out of or connected in any way to the Project or this Agreement, because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

Severability. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

#### SECTION TEN (Concealed Conditions)

This Agreement is based solely on the observations the Contractor was able to make with the structure in its current condition at the time this Agreement was prepared. If additional concealed conditions are discovered once work has commenced, which were *not* visible at the time this proposal was prepared, Contractor will stop work and point out the unforeseen concealed conditions to Owner so that the Owner and Contractor can execute a Change of Plans for any additional work.



Owner:

\_\_\_\_\_ Evan Klondar Date

DocuSigned by:  
*Sarah Krieger*  
\_\_\_\_\_ Sarah Krieger Date 11/7/2017  
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Review Development, LLC

\_\_\_\_\_  
Jason D. Luttrell  
Owner  
Review Development, LLC

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

ATTACHMENTS:

- Scope of Work
- Payment Schedule
- Deposit Invoice 001



### Project Scope: S Street Interior Remodel

Date  
November 05, 2017

Client  
Klondar/Krieger  
1419 S Street NW  
Washington DC

Architect  
Jobi Jones  
1901 Columbia Road, #201  
Washington, DC 20009

Time Estimate:  
12-16 Weeks

#### SCOPE OF WORK:

All work in Scope of Work completed per plans provided by Jobi Jones in conjunction with homeowner.

**TOTAL PROJECT COST: \$138,520**

#### Whole House

|  |                    |
|--|--------------------|
| Site Preparation:<br>Contractor will apply adequate dust and floor protection in the existing house throughout the construction process.   | \$1,850.00         |
| Tool Rental:<br>To include all associated costs for rental to trench in basement, as well as other associated tools needed for the project.  | \$600.00           |
| Dumpsters<br>Costs associated with roll-off dumpsters when required - price also includes appropriate permits for DC street parking.   | \$3,400.00         |
| Demolition<br>Includes all costs associated with demolition per plans. Includes costs to temporarily shore walls as necessary.   | \$5,500.00         |
| 3rd Party Inspections<br>Price includes costs to pay for 3rd party inspections. Any partial inspections to move the project faster or prevent delays to be paid by homeowner at \$200.00 per inspection. | \$1,000.00         |
| <b>Site Work Total</b>   | <b>\$12,350.00</b> |

#### Masonry and Rough Carpentry

|   |            |
|---|------------|
| Concrete Trenching<br>Includes costs to trench hole in basement to move pipes per plans. Price includes removal of existing concrete and dirt, replacement of dirt, blue stone and compaction as necessary. | \$1,500.00 |
| Concrete Work<br>New 4" slab in basement where trenching took place.  | \$700.00   |



|  |                    |
|--|--------------------|
| New Masonry Opening<br>Price includes new steel lintel, temporary shoring and non-shrink grout as necessary. Opening to be three-feet finished - per plans.  | \$2,500.00         |
| Structural Framing<br>Install LVL's and posts per engineer's drawings. Includes costs for temporary shoring as needed.   | \$1,500.00         |
| Framing:<br>Includes all costs related to framing. Price includes all both pressure treated lumber and non pressure treated lumber per building code.  | \$9,050.00         |
| Landing and Stairs to Patio:<br>Install new landing and stairs to patio at rear of house. Price assumes pressure treated material for both decking and railing. Confirm dimensions with architect. | \$2,750.00         |
| New Stairs to Basement<br>New custom stairs to basement. Assumes small landing - wood railing - balusters and white oak stair treads. Risers and balusters to be painted.                          | \$3,100.00         |
| Expose Brick<br>Remove plaster from Brick on 2nd floor. Point brick, clean and seal.   | \$3,000.00         |
| <b>Masonry and Rough Carpentry Total</b>   | <b>\$24,100.00</b> |

#### Trade Work

|  |                   |
|--|-------------------|
| Gas and Plumbing Subcontractor Proposal<br>Cost associated with running new plumbing and gas lines for kitchen, basement bathroom, powder room and master bathroom. Price assumes CPVC for supply lines and PVC for waste. All fittings to be ball bearing. Price includes associated permits. | \$9,250.00        |
| <b>Plumbing and Gas Total</b>  | <b>\$9,250.00</b> |

#### Waterproofing, Doors, and Insulation

|   |            |
|---|------------|
| Exterior Door<br>Price for one new Exterior Door - thermatru door. Fiberglass doors per plan - painted - confirm style with architect.  | \$1,250.00 |
| Interior Doors<br>Price Includes all interior doors, per plans. Includes Hinges (homeowners to decide color). All doors to be primed - solid core doors. Homeowners to provide door hardware. | \$2,000.00 |
| Waterproofing<br>Price includes schluter waterproofing in all bathrooms. Includes schluter ditra on all plywood substrates to prevent tile from cracking - including in kitchen.              | \$3,230.00 |



**Insulation** \$2,880.00

Price includes insulating wood framing in rear of house near new powder room per code - assumes open cell spray foam in walls and cold floor. Assumes fiberglass insulation in basement exterior walls.

**Gypsum** \$11,190.00

Includes all costs associated with installation of gypsum board. Price includes ½ Gypsum and mold resistant where necessary. Price also includes 3 coats of plaster, sanding and priming. Includes all new construction new walls, ceilings - includes basement - also includes patching plaster where necessary.

**Waterproofing, Doors, Insulation** \$20,550.00

Trim, Tile and Paint

**Tile** \$7,630.00

Includes installation of tile per plans. All tile accessories including metal finishes to be provided by owner. Contractor to provide thinset and grout. Confirm installation and layout with architect.

**Interior Trim** \$4,950.00

Includes all costs associated with installing trim on the interior of the home. Confirm trim selection with homeowner.

**Cabinet Install** \$3,000.00

Includes installation of all cabinets and accessories. Includes cabinets in bathrooms and kitchen. Homeowner to provide hardware.

**Appliance Install** \$1,200.00

Includes installation of all appliances. Appliances to be provided by homeowner and will be installed per manufacturer specifications.

**Paint** \$6,030.00

Price assumes Benjamin Moore Regal Paint - Semi gloss for trim, flat ceiling white and flat for walls. Confirm Colors with Homeowner and Architect. Price assumes painting entire first floor, hallway to upstairs and master bathroom. Price does not include entire home.

**Custom Mantel** \$1,450.00

Includes all costs associated with custom mantel in living room. Specs to be provided by architect. Assumes paint-grade materials.

**Closet Install** \$1,000.00

Includes all associated costs with installation of closet system in Master Bathroom. Homeowner to provide materials and details of install

**Front Patio Install** \$4,200.00

Cost includes replacing decking on front exterior of home and repairing stairs as necessary. Assumes Trex decking or equivalent. Confirm selection with architect.

**Shower Glass**

Price assumes shower glass per plans. Price assumes 3/8 tempered glass and custom fit. Confirm finishes with architect and homeowner. \$8,500.00

**Tile, Trim, and Paint****\$37,960.00**Hardwood**Hardwood Removal****\$2,100.00**

Remove all existing hardwood from home. Includes removal of shoe moulding.

**Harwood Install, Sand and Seal****\$6,500.00**

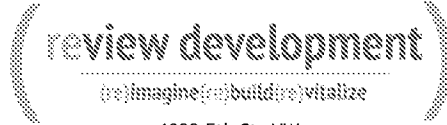
Costs associated with hand-scraping floors where necessary, sanding and sealing - clear coats. Price assumes installation of white oak flooring. Hardwood to be paid for by homeowner. Confirm sizes with architect.

**Engineered Hardwood Install****\$1,850.00**

Price includes all associated costs with installing hardwood flooring in the basement. Price assumes gluing down engineered floor per specs. Flooring provided by others.

**Hardwood****\$10,450.00**Clean Up / Dump Fees**\$2,100.00**Project Management**\$6,000.00**Overhead**\$5,620.00**Profit**\$10,140.00**





6322 5th St. NW  
Washington DC, 20011

Project Invoice - Deposit  
Klondar/Krieger Renovation  
11.05.2017

To: Klondar/Krieger  
1419 S Street NW  
Washington DC 20009

| Service  | Cost         | % Due | % Paid | Due         |
|--|--------------|-------|--------|-------------|
| General Conditions (Floor Protection, Etc)       | \$ 1,850.00  | 25%   | 0%     | \$ 462.50   |
| 3rd Party Inspections                            | \$ 1,000.00  | 25%   | 0%     | \$ 250.00   |
| Tool Rental (For Basement Trenching)             | \$ 600.00    | 25%   | 0%     | \$ 150.00   |
| Dumpsters  | \$ 3,400.00  | 25%   | 0%     | \$ 850.00   |
| Demolition                                       | \$ 5,500.00  | 25%   | 0%     | \$ 1,375.00 |
| Concrete Trenching                               | \$ 1,500.00  | 25%   | 0%     | \$ 375.00   |
| Concrete Work (Basement)                         | \$ 700.00    | 25%   | 0%     | \$ 175.00   |
| Structural Work                                  | \$ 1,500.00  | 25%   | 0%     | \$ 375.00   |
| New Masonry Opening                              | \$ 2,500.00  | 25%   | 0%     | \$ 625.00   |
| Framing  | \$ 9,050.00  | 25%   | 0%     | \$ 2,262.50 |
| Plumbing   | \$ 9,250.00  | 25%   | 0%     | \$ 2,312.50 |
| Electrical                                       | \$ 0.00      | 25%   | 0%     | \$ 0.00     |
| Insulation                                       | \$ 2,880.00  | 25%   | 0%     | \$ 720.00   |
| Drywall  | \$ 11,190.00 | 25%   | 0%     | \$ 2,797.50 |
| Waterproofing                                    | \$ 3,230.00  | 25%   | 0%     | \$ 807.50   |
| Tile Labor                                       | \$ 7,630.00  | 25%   | 0%     | \$ 1,907.50 |
| New Stairs to Basement                           | \$ 3,100.00  | 25%   | 0%     | \$ 775.00   |
| Cabinet Install                                  | \$ 3,000.00  | 25%   | 0%     | \$ 750.00   |
| Appliance Install                                | \$ 1,200.00  | 25%   | 0%     | \$ 300.00   |
| New Fiberglass Exterior Door                     | \$ 1,250.00  | 25%   | 0%     | \$ 312.50   |
| Interior Doors                                   | \$ 2,000.00  | 25%   | 0%     | \$ 500.00   |
| Trim Carpentry                                   | \$ 4,950.00  | 25%   | 0%     | \$ 1,237.50 |
| Paint  | \$ 6,030.00  | 25%   | 0%     | \$ 1,507.50 |
| Custom Mantel                                    | \$ 1,450.00  | 25%   | 0%     | \$ 362.50   |
| Stairs to Patio                                  | \$ 2,750.00  | 25%   | 0%     | \$ 687.50   |
| Remove Plaster - Point Brick and Seal - Upstairs | \$ 3,000.00  | 25%   | 0%     | \$ 750.00   |
| Closet Install (Labor Only)                      | \$ 1,000.00  | 25%   | 0%     | \$ 250.00   |
| Remove Existing Flooring                         | \$ 2,100.00  | 25%   | 0%     | \$ 525.00   |
| Install New Hardwood - Install, Sanded, Stained  | \$ 6,500.00  | 25%   | 0%     | \$ 1,625.00 |
| Engineered Hardwood Install                      | \$ 1,850.00  | 25%   | 0%     | \$ 462.50   |
| Replace Front Patio (Assumes Trex Decking)       | \$ 4,200.00  | 25%   | 0%     | \$ 1,050.00 |
| Shower Glass                                     | \$ 8,500.00  | 25%   | 0%     | \$ 2,125.00 |
| Clean Up/Dump Fees                               | \$ 2,100.00  | 25%   | 0%     | \$ 525.00   |
| Project Management                               | \$ 6,000.00  | 25%   | 0%     | \$ 1,500.00 |
| Overhead   | \$ 5,620.00  | 25%   | 0%     | \$ 1,405.00 |
| Profit   | \$ 10,140.00 | 25%   | 0%     | \$ 2,535.00 |

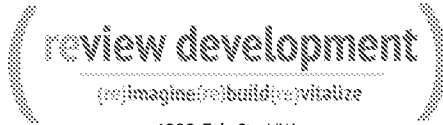
|              |               |
|--------------|---------------|
| Project Cost | \$ 138,520.00 |
| Amount Due   | \$ 34,630.00  |
| Amount Paid  | \$ 0.00       |
| Remaining    | \$ 103,890.00 |



6322 5<sup>th</sup> St. NW  
Washington, DC 20011  
770.362.0282

**S Street Payment Schedule**

| Draw   | Amount              | % of Payment |
|--|---------------------|--------------|
| 1. Deposit at Signing of Contract  | \$ 34,630.00        | 25%          |
| 2. Start of Rough Framing  | \$ 20,778.00        | 15%          |
| 3. Start of Plumbing and/or Electrical   | \$ 20,778.00        | 15%          |
| 4. Start of Drywall  | \$ 13,852.00        | 10%          |
| 5. Start of Tile and/or Install  | \$ 13,852.00        | 10%          |
| 6. Start of Interior Painting  | \$ 13,552.00        | 10%          |
| 7. Substantially Complete<br>Prepare Punch list with Owner<br>(Two Year warranty Begins at walkthru meeting) | \$ 13,852.00        | 10%          |
| 8. Final Payout  | \$ 6,926.00         | 5%           |
| <b>Total Contract Price</b>  | <b>\$138,520.00</b> | <b>100%</b>  |



6322 5th St. NW  
Washington DC, 20011

Project Invoice - Sub. Complete  
Klondar/Krieger Renovation  
12.02.18

To: Klondar/Kreiger  
1419 S Street NW  
Washington DC 20009

| Service  | Cost         | % Due | % Paid | Due       |
|--|--------------|-------|--------|-----------|
| General Conditions (Floor Protection, Etc)       | \$ 1,850.00  | 3%    | 95%    | \$ 55.50  |
| 3rd Party Inspections                            | \$ 1,000.00  | 3%    | 95%    | \$ 30.00  |
| Tool Rental (For Basement Trenching)             | \$ 600.00    | 3%    | 95%    | \$ 18.00  |
| Dumpsters  | \$ 3,400.00  | 3%    | 95%    | \$ 102.00 |
| Demolition                                       | \$ 5,500.00  | 3%    | 95%    | \$ 165.00 |
| Concrete Trenching                               | \$ 1,500.00  | 3%    | 95%    | \$ 45.00  |
| Concrete Work (Basement)                         | \$ 700.00    | 3%    | 95%    | \$ 21.00  |
| Structural Work                                  | \$ 1,500.00  | 3%    | 95%    | \$ 45.00  |
| New Masonry Opening                              | \$ 2,500.00  | 3%    | 95%    | \$ 75.00  |
| Framing  | \$ 9,050.00  | 3%    | 95%    | \$ 271.50 |
| Plumbing   | \$ 9,250.00  | 3%    | 95%    | \$ 277.50 |
| Electrical                                       | \$ 8,480.00  | 3%    | 95%    | \$ 254.40 |
| Insulation                                       | \$ 2,880.00  | 3%    | 95%    | \$ 86.40  |
| Drywall  | \$ 11,190.00 | 3%    | 95%    | \$ 335.70 |
| Waterproofing                                    | \$ 3,230.00  | 3%    | 95%    | \$ 96.90  |
| Tile Labor                                       | \$ 7,630.00  | 3%    | 95%    | \$ 228.90 |
| New Stairs to Basement                           | \$ 3,100.00  | 3%    | 95%    | \$ 93.00  |
| Cabinet Install                                  | \$ 3,000.00  | 3%    | 95%    | \$ 90.00  |
| Appliance Install                                | \$ 1,200.00  | 3%    | 95%    | \$ 36.00  |
| New Fiberglass Exterior Door                     | \$ 1,250.00  | 3%    | 95%    | \$ 37.50  |
| Interior Doors                                   | \$ 2,000.00  | 3%    | 95%    | \$ 60.00  |
| Trim Carpentry                                   | \$ 4,950.00  | 3%    | 95%    | \$ 148.50 |
| Paint  | \$ 6,030.00  | 3%    | 95%    | \$ 180.90 |
| Custom Mantel                                    | \$ 1,450.00  | 3%    | 95%    | \$ 43.50  |
| Stairs to Patio                                  | \$ 2,750.00  | 3%    | 95%    | \$ 82.50  |
| Remove Plaster - Point Brick and Seal - Upstairs | \$ 3,000.00  | 3%    | 95%    | \$ 90.00  |
| Closet Install (Labor Only)                      | \$ 1,000.00  | 3%    | 95%    | \$ 30.00  |
| Remove Existing Flooring                         | \$ 2,100.00  | 3%    | 95%    | \$ 63.00  |
| Install New Hardwood - Install, Sanded, Stained  | \$ 6,500.00  | 3%    | 95%    | \$ 195.00 |
| Engineered Hardwood Install                      | \$ 1,850.00  | 3%    | 95%    | \$ 55.50  |
| Replace Front Paint                              | \$ 4,200.00  | 3%    | 95%    | \$ 126.00 |
| Shower Glass                                     | \$ 8,500.00  | 3%    | 95%    | \$ 255.00 |
| Clean Up/Dump Fees                               | \$ 2,100.00  | 3%    | 95%    | \$ 63.00  |
| Project Management                               | \$ 6,000.00  | 3%    | 95%    | \$ 180.00 |
| Overhead   | \$ 5,620.00  | 3%    | 95%    | \$ 168.60 |
| Profit   | \$ 10,140.00 | 3%    | 95%    | \$ 304.20 |
| Change Order - HVAC - Roofing - Etc              | \$ 57,485.00 | 0%    | 100%   | \$ 0.00   |
| Change Order - Rebuild Exterior of Annex         | \$ 2,140.00  | 0%    | 100%   | \$ 0.00   |
| Change Order - Heated Masterbathroom Floor       | \$ 1,220.00  | 0%    | 100%   | \$ 0.00   |
| 3 -1/4" White Oak Flooring Materials             | \$ 4,184.00  | 0%    | 100%   | \$ 0.00   |
| Countertops Labor & Materials                    | \$ 6,130.00  | 0%    | 100%   | \$ 0.00   |
| Hot Water Heater (installed)                     | \$ 1,930.00  | 0%    | 100%   | \$ 0.00   |

|   |             |      |      |             |
|---|-------------|------|------|-------------|
| Paint Front of House                              | \$ 1,940.00 | 0%   | 100% | \$ 0.00     |
| Additional Interior Paint (not included in scope) | \$ 734.00   | 0%   | 100% | \$ 0.00     |
| Disposal (purchase from ferguson)                 | \$ 297.00   | 0%   | 100% | \$ 0.00     |
| Under cabinet Light Materials                     | \$ 364.00   | 0%   | 100% | \$ 0.00     |
| Basement Access Panels                            | \$ 280.00   | 0%   | 100% | \$ 0.00     |
| Basement Flooring Materials                       | \$ 2,553.00 | 0%   | 100% | \$ 0.00     |
| Walnut Floating Shelves x3                        | \$ 750.00   | 0%   | 100% | \$ 0.00     |
| 10 Foot Floating Shelf                            | \$ 400.00   | 0%   | 100% | \$ 0.00     |
| Granite for Hearth                                | \$ 512.80   | 0%   | 100% | \$ 0.00     |
| Storm Doors x 2                                   | \$ 906.00   | 0%   | 100% | \$ 0.00     |
| Gas Line for Dryer                                | \$ 300.00   | 0%   | 100% | \$ 0.00     |
| Recessed White Oak Floor Vent                     | \$ 180.00   | 0%   | 100% | \$ 0.00     |
| Recessed Cubbies in Dining Room                   | \$ 2,330.00 | 0%   | 100% | \$ 0.00     |
| New Drain at door in basement                     | \$ 380.00   | 0%   | 100% | \$ 0.00     |
| Locks Keyed the Same                              | \$ 45.00    | 0%   | 100% | \$ 0.00     |
| Guest Bathroom Toilet                             | \$ 265.80   | 100% | 0%   | \$ 265.80   |
| Cat Cubby   | \$ 1,000.00 | 100% | 0%   | \$ 1,000.00 |
| Re-Paint Exterior                                 | \$ 1,300.00 | 100% | 0%   | \$ 1,300.00 |
| Paint Grade Floating Shelves - Basement x4        | \$ 800.00   | 100% | 0%   | \$ 800.00   |
| Walnut Floating Shelves - Basement x4             | \$ 1,000.00 | 100% | 0%   | \$ 1,000.00 |
| Basement Countertop and Sink                      | \$ 612.00   | 100% | 0%   | \$ 612.00   |

|                                    |                    |
|------------------------------------|--------------------|
| Project Cost                       | \$ 237,038.60      |
| <b>Amount Due</b>                  | <b>\$ 9,387.80</b> |
| Deposit - 11.05.17                 | \$ 34,630.00       |
| Invoice Rough Framing - 12.01.17   | \$ 20,778.00       |
| Invoice Start of Trades - 12.19.17 | \$ 25,442.00       |
| Change Order 001 - 1.19.18         | \$ 43,113.75       |
| Invoice Start of Drywall - 2.15.18 | \$ 29,557.00       |
| Invoice Start of Tile - 3.03.18    | \$ 27,888.25       |
| Invoice Start of Paint - 3.22.18   | \$ 14,700.00       |
| Invoice Substantial Complete 1     | \$ 12,615.00       |
| Invoice Substantial Complete 2     | \$ 15,986.80       |
| Remaining                          | \$ 2,940.00        |

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

This analysis is being prepared by DC Building Plans & Consultants at the request of the homeowners – Sarah Krieger and Evan Klondar - of the subject property.

## **Existing Condition Notes**

Existing home is a Two-Story brick home plus Basement

- There is walkout from Basement, which is mostly below grade
- The home sits on a mostly rectangular lot with very little slope
- The home is south facing
- The home is a mid-row, row home with a dogleg, two party walls, and rear alley access
- The basement-level walkout to the rear does not meet building code, but was not to code when purchased by the current homeowners

## **Renovation Project Background and Contracting Participants**

The renovation project at the home dates from a renovation permitted by DC DCRA on 10/27/17, under B1800970.

The Client and the Contractor executed a renovation and construction contract on 11/07/17.

The Client and the Contractor executed or mutually agreed to additional Change Orders on or about 01/09/18, and subsequently agreed to a mini-split program for the HVAC which includes 2 outdoor units.

The Permit Set of Plans are issued on 10/16/17 and are authored by DC ARC, #102876, Jobi Lynne Jones.

1. The permit set of plans and the original scope of work are generally in compliance with one another.
2. Several items from the list of Change Orders should have gained additional or amended building permits.

The Structural Engineer of record is Alireza Shahbaz, PE, with DC PE #9015. The structural work is minimally defined in the permit set.

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

## Contract/Contractor Issues

The General Contractor of record is review development and based on a current review of electronic public records was unlicensed at the time of the contract.

**review development, Jason Lutrell, DC HIC # 4203-15000426 expired on 08/31/2017**

**review development, Jason Lutrell, DC GC/CM # 4105-15000602 commenced on 09/01/19 for a new, 2-year period**

**the date of the renovation contract was 11/07/17**

*as of 10/22/20 we have not been able to access any other records or verifications other than the electronic files to re-verify the above licensing information*

## Additionally:

- The Contractor license number with DC DCRA (either HIC or GC/CM) is not included on the Contractor's contract presented to the Clients, nor does a copy of any license appear as an addendum to said Contract.
- The Contractor did not provide the Client with a copy of their Certificate of Insurance (or an issued certificate naming the Client as a named insured) for his General Liability and Workman's Comp Insurances, as well as any company-owned vehicles (if any)
- The Contractor did not provide the Client with EPA Lead Certification at the time of Contract (all homes built before 1978)
  - Nor did the Contractor with the relevant acknowledgement of the EPA Renovate Right brochure and signature of understanding and receipt
- The Contractor does not have a DC DOEE Lead Badge Certification, which is required when disturbing more than 500 SF of wallboard in a home built before 1978

## Permits and Inspections for the Renovations

*(based on a review of DC inspections and open permit records)*

B1800970: Construction/Alteration and Repair (date of issuance: 10/27/17)

Issued to Sarah E. Krieger Revocable Trust

Agent: Jobi Jones

Building Close-in: 02/15/18

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

Building Final Inspection: NONE

P1801569: Supplemental Plumbing & Gas (date of issuance: 11/28/17)

Issued to Jerone Scott

Plumbing Close-in: No record

Plumbing Final: NONE

E1802500: Supplemental Electrical (date of issuance: 12/19/17)

Issued to Anthony Harris

Electrical Close-in: 02/15/18

Electrical Final: NONE

M1801420: Supplemental Mechanical (date of issuance: 02/13/18)

Issued to Stephen Holman

Mechanical Close-in: 02/15/18

Mechanical Final: NONE

P1803740: Supplemental Plumbing & Gas (date of issuance: 02/16/18)

Issued to Franklin Gaines

Plumbing Close-in: No record

Plumbing Final: NONE

All inspections to date took place via a single site visit by CamJap Inspections inspector Larry Wemyss on or about 02/14/18.

Trade permits are likely shadow permits – i.e., work was not actually performed by the trade contractor who pulled the permits, especially Scott and Gaines.

Final Inspections can be done in multi-disciplinary format.

## **Steps to be Taken to close out project:**

1. Original Building Permit should be administratively reopened / extended so that final inspections can be obtained
  - a. Some Trade Permits may need to be re-issued to some representative trades
2. New, Licensed & Insured GC to then call in for Final Inspections and obtain final working list, or punch list, in efforts to complete the inspections on the open permits
3. Recommend using 3<sup>rd</sup> Party inspector MCP if they are available
4. Complete punch list and obtain final inspections approval for all open permits, including trades

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

**Estimated Costs to Finalize and Close-out Permits: \$5,500 - \$6,500**

## **Primary Construction and Remodeling Issues to be Addressed from the Scope of Work and Change Orders**

1. The Hardi-panel siding (skin) at the rear addition should be completely removed and replaced all the way back to the primary sheathing for the addition area.
  - This includes all trim and flexible/metal flashing and counter flashing around windows and doors.
  - Install new building paper, trim, siding (skin), and paint.
2. Perform complete roof and flashing check. If possible, verify that the new roof was in fact a complete tear off and not just an overlay.
3. Temporarily remove rear dogleg gutters and then install necessary exterior soffits, fascias, and rakes at the rear dogleg. Paint all trim boards. Reinstall gutters and downspouts. *This should have been done as part of purchasing a “new” roof.*
  - Minor brick point work should be undertaken as well.
  - There are open holes between the roof and the walls into the attic space
4. The rear wood and composite tread stairs into the back yard from the addition need to be removed and rebuilt to code as they are not properly structured or flashed at the intersection with the house.
5. The new side exterior door should be reinstalled with a concrete curb below. Also, very poor workmanship.
6. The rear exterior door in the addition will need to be reinstalled as well. Very poor workmanship and likely needs a new rough opening to prevent further settlement/lack of a square opening.
7. Verify satisfactory roof insulation at upper floor (applicable DC building code/IRC is currently R-49 and Contractor Change Orders (01-09-18) indicates only R-38)
  - *The roof assembly itself can add R-value if done with intent*
8. The bottom of the crawl space floor assembly needs vapor and sheathing
9. The new/re-routed waste stack running under crawl space needs to be encapsulated and insulated

## **Other:**

1. There is a visible foundation wall crack (pre-existing wall) on the northeast corner of the existing addition that must be addressed and the new renovation work in the addition should not have occurred without addressing this first.
  - a. It is possible that the addition work could have exacerbated the problem as well



# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

*This work list is generated only in general terms and it should not be the entire list of issues or problems at the home.*

**Estimated Costs to Remedy Defective/Incomplete Work:** \$40,000 - \$50,000

**Change Order Work Technically Requiring Permits to have been amended:**

1. Structural Work, cross strapping and shore up ridge line/girder. Work defined as “per engineer” but there is no letter from PE for guiding how work to be performed.
2. Remove Drywall and Insulate at roof/ceiling
3. Replace Exterior Doors at rear would require approval from Greater U ST Historic Desk even though they are on the rear of the property



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

Sarah E. Krieger Trustee, et al.

Plaintiff

vs.

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

Review Development, LLC

Defendant

**SUMMONS**

To the above named Defendant:

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

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

Christopher A. Glaser (Bar #463583)

Name of Plaintiff's Attorney

*Clerk of the Court*

2300 N Street, NW, Suite 300

Address

By \_\_\_\_\_

Deputy Clerk

Washington, DC 20037

(202) 457-1612

Telephone

Date \_\_\_\_\_

如需翻译,请打电话 (202) 879-4828

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

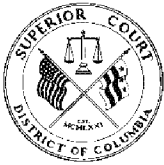
Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

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

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

See reverse side for Spanish translation  
Vea al dorso la traducción al español



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

\_\_\_\_\_ Demandante

contra

Número de Caso: \_\_\_\_\_

\_\_\_\_\_ Demandado

**CITATORIO**

Al susodicho Demandado:

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

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

*SECRETARIO DEL TRIBUNAL*

\_\_\_\_\_  
Nombre del abogado del Demandante

Por: \_\_\_\_\_  
Subsecretario

\_\_\_\_\_  
Dirección

Fecha \_\_\_\_\_

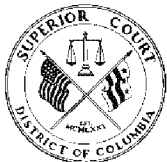
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Teléfono

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 번역을 원하시면 전화 (202) 879-4828      翻譯を希望する場合は電話 (202) 879-4828      202-879-4828

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

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

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



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500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001  
Telephone: (202) 879-1133 Website: www.dccourts.gov**

Sarah E. Krieger Trustee, et al.

Plaintiff

vs.

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

Jason Luttrell

Defendant

**SUMMONS**

To the above named Defendant:

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

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Christopher A. Glaser (Bar #463583)

Name of Plaintiff's Attorney

*Clerk of the Court*

2300 N Street, NW, Suite 300

Address

By \_\_\_\_\_

Deputy Clerk

Washington, DC 20037

(202) 457-1612

Telephone

Date \_\_\_\_\_

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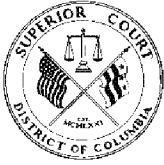
Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828로 전화주세요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

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

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

See reverse side for Spanish translation  
Vea al dorso la traducción al español



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

\_\_\_\_\_ Demandante

contra

Número de Caso: \_\_\_\_\_

\_\_\_\_\_ Demandado

**CITATORIO**

Al susodicho Demandado:

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

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

*SECRETARIO DEL TRIBUNAL*

\_\_\_\_\_ Nombre del abogado del Demandante

Por: \_\_\_\_\_ Subsecretario

\_\_\_\_\_ Dirección

Fecha \_\_\_\_\_

\_\_\_\_\_ Teléfono

如需翻译, 请打电话 (202) 879-4828      Veuillez appeler au (202) 879-4828 pour une traduction      Để có một bản dịch, hãy gọi (202) 879-4828  
 번역을 원하시면 (202) 879-4828 로 전화하십시오      የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

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

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

# Superior Court of the District of Columbia

## CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

SARAH KRIEGER TRUSTEE, ET AL.

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

vs

Date: November 17, 2020

REVIEW DEVELOPMENT, LLC, ET AL.

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

|  |  |
|--|--|
| Name: <i>(Please Print)</i><br>Christopher A. Glaser             | Relationship to Lawsuit                                    |
| Firm Name:<br>Jackson & Campbell, PC                             | <input checked="" type="checkbox"/> Attorney for Plaintiff |
| Telephone No.: 202-457-1612<br>Six digit Unified Bar No.: 463583 | <input type="checkbox"/> Self (Pro Se)                     |
|  | <input type="checkbox"/> Other: _____                      |

TYPE OF CASE:  Non-Jury       6 Person Jury       12 Person Jury  
Demand: \$ 224,710.80      Other: \_\_\_\_\_

### PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar#: \_\_\_\_\_

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

#### A. CONTRACTS

#### COLLECTION CASES

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

#### B. PROPERTY TORTS

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

#### C. PERSONAL TORTS

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process            | <input type="checkbox"/> 10 Invasion of Privacy                              | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,<br>Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection     | <input type="checkbox"/> 11 Libel and Slander                                | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice)                      |
| <input type="checkbox"/> 03 Assault and Battery         | <input type="checkbox"/> 12 Malicious Interference                           | <input type="checkbox"/> 19 Wrongful Eviction                                     |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution                            | <input type="checkbox"/> 20 Friendly Suit   |
| <input type="checkbox"/> 05 Deceit (Misrepresentation)  | <input type="checkbox"/> 14 Malpractice Legal                                | <input type="checkbox"/> 21 Asbestos  |
| <input type="checkbox"/> 06 False Accusation            | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)   | <input type="checkbox"/> 22 Toxic/Mass Torts                                      |
| <input type="checkbox"/> 07 False Arrest                | <input type="checkbox"/> 16 Negligence- (Not Automobile,<br>Not Malpractice) | <input type="checkbox"/> 23 Tobacco   |
| <input type="checkbox"/> 08 Fraud                       |  | <input type="checkbox"/> 24 Lead Paint  |

SEE REVERSE SIDE AND CHECK HERE IF USED

# Information Sheet, Continued

## C. OTHERS

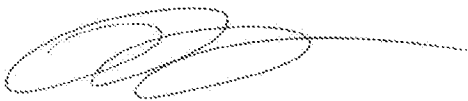
- |   |   |
|---|---|
| <input type="checkbox"/> 01 Accounting                                  | <input type="checkbox"/> 17 Merit Personnel Act (OEA)   |
| <input type="checkbox"/> 02 Att. Before Judgment                        | (D.C. Code Title 1, Chapter 6)  |
| <input type="checkbox"/> 05 Ejectment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

## II.

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

## D. REAL PROPERTY

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



Attorney's Signature

11/17/20

Date

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
Civil Division

SARAH E. KRIEGER TRUSTEE,  
SARAH E. KRIEGER TRUST  
1419 S Street, N.W.  
Washington, D.C. 20009

and

SARAH E. KRIEGER  
1419 S Street, N.W.  
Washington, D.C. 20009

and

EVAN KLONDAR  
1419 S Street, N.W.  
Washington, D.C. 20009

Plaintiffs,

v.

REVIEW DEVELOPMENT, LLC  
Serve: Jason Luttrell  
6322 5<sup>th</sup> Street, N.W.  
Washington, D.C. 20011

and

JASON LUTTRELL  
6322 5<sup>th</sup> Street, N.W.  
Washington, D.C. 20011

Defendants.

Civil Action No. **2020 CA 004714 B**

---

VERIFIED COMPLAINT

Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust (collectively, the “**Plaintiffs**”), by and through undersigned counsel, respectfully file this Verified Complaint



against Review Development, LLC (“**Review**”) and Jason Luttrell (“**Luttrell**”) and aver as follows:

### **JURISDICTION AND VENUE**

1. Jurisdiction of this Court is invoked pursuant to D.C. Code § 13-423.
2. Jurisdiction and venue are proper as the subject matter of this action relates to real property located within Square 0206, Lot 0005 and more commonly referred to as 1419 S Street, N.W., Washington, D.C. 20009 (the “**Property**”).
3. Additionally, the injury and damages complained of occurred within the District of Columbia by actions of Review and Luttrell made within the District of Columbia.

### **PARTIES**

4. Sarah Krieger is a natural person residing within the District of Columbia.
5. Evan Klondar is a natural person residing within the District of Columbia.
6. The Sarah E. Krieger Trust is a trust settled within the District of Columbia.
7. Review is a District of Columbia limited liability company that is authorized to transact business within the District of Columbia.
8. Luttrell is a natural person residing within the District of Columbia.

### **FACTS COMMON TO ALL COUNTS**

9. On or about November 7, 2017, Plaintiffs entered into an Agreement (the “**Agreement**”) with Review for the renovation of the Property.
10. A true and accurate copy of the Agreement is attached hereto as Exhibit 1.
11. Prior to entering into the Agreement, Review and Luttrell made various representations to Plaintiffs regarding defendants’ licensure and their abilities which, while such representations were false, were relied upon by Plaintiffs.

12. At the time the Agreement was executed, neither Luttrell nor Review were licensed to provide the work described therein.
13. The Home Improvement Contractor (“**HIC**”) License No. 4203-15000426 expired on August 31, 2017.
14. The General Contractor/Construction Manager (“**GC/CM**”) License No. 4105-15000602 commenced on September 1, 2019.
15. Neither a HIC nor a GC/CM License number is included on the Agreement, nor does the Agreement contain a copy of any license.
16. Neither Review nor Luttrell provided Plaintiffs with a copy of any evidence of insurance.
17. Neither Review nor Luttrell provided Plaintiffs with an EPA Lead Certification at the time of entering into the Agreement notwithstanding that the Property was constructed prior to 1978.
18. Neither Review nor Luttrell provided Plaintiffs with the EPA Renovate Rights.
19. Neither Review nor Luttrell provided Plaintiffs with evidence of a DC DOEE Lead Badge Certification notwithstanding that evidence of one is required for the project at issue.
20. The Agreement provides for a timeline of 12 to 16 weeks for completion and a total project cost of \$138,520.00.
21. During the life of the project, the cost ballooned to \$237,038.60.
22. To date, the project remains incomplete.
23. To date, Plaintiffs have paid \$224,710.80 towards completion of the project.

24. On December 2, 2018, Review sent a document titled “Project Invoice – Sub. Complete” detailing Review’s false contention as to the status of the purported work completed and the then-existing payments.
25. A true and accurate copy of the document titled “Project Invoice – Sub. Complete” is attached hereto as Exhibit 2.
26. Despite the substantial payments to Review, the Agreement was not properly performed and much of the work actually performed was done in an unworkmanlike manner and without proper permits.
27. On October 22, 2020—after a review of the then-existing status of the project—DC Building Plans & Consultants, LLC drafted a Renovation Project Status Report (the “**Status Report**”) which identifies a number of defects in the project as well as defects in the manner and methods employed by defendants in regard to the project.
28. A true and accurate copy of the Status Report is attached hereto as Exhibit 3.
29. In order to complete the project, it is estimated that Plaintiffs will need to expend no less than \$56,500.00, exclusive of attorneys’ fees.
30. Luttrell has, and at all times relevant herein, has had, a controlling ownership interest in Review.
31. Luttrell has used the corporate form of Review to perpetrate a fraud or wrong as set forth herein.
32. Review is a mere alter ego of Luttrell. To hold Luttrell and Review liable for the debts of the other would be both fair and just.
33. Review and Luttrell are liable, jointly and severally, for the acts of the other.

**COUNT I – D.C. CONSUMER PROTECTION PROCEDURES ACT**

34. The foregoing paragraphs are incorporated herein by reference.
35. Review and Luttrell marketed themselves to have significant experience in renovations of property such as the Property at issue.
36. In connection with the marketing of their services, Review and Luttrell made misrepresentations and material omissions that had a tendency to mislead.
37. Review and Luttrell were and are each a “merchant” within the meaning of the D.C. Consumer Protection Procedures Act (the “CPPA”).
38. Plaintiffs are each a “person” within the meaning of the CPPA.
39. Plaintiffs are each a “consumer” within the meaning of the CPPA.
40. Providing the services as set forth in the Agreement is a provision of “goods and services” within the meaning of the CPPA.
41. The making of representations and otherwise marketing such goods and services constitutes “trade practice” within the meaning of the CPPA.
42. By making representations, and by failing to adequately and properly renovate the Property, Review and Luttrell engaged in unlawful trade practices within the meaning of the CPPA.
43. Among the violations of the CPPA by defendants in addition to the above-described failure to possess proper licenses and misrepresentations regarding the quality of services to be provided include, but are not limited to: that the advertisements and Agreement fail to include defendants’ license number (17 DCMR §§ 3904.1, 3905.1 and 3905.7 and 16 DCMR §§808.4 and 808.9); that defendants accepted payment notwithstanding that there exists no written agreement “in accordance with the provisions “of the municipal

regulations (17 DCMR § 3905.2, 16 DCMR § 811.1 and 16 DCMR § 808.1); there is no set of specifications included with the Agreement (17 DCMR § 3905.11 and 16 DCMR § 808.12); and, the required warnings are not set forth in the Agreement (17 DCMR § 3905.13 and 16 DCMR § 808.15).

44. Plaintiffs, acting for their own interests, and for the interests of the general public, are entitled, pursuant to D.C. Code § 28-3905(k), to bring this action seeking relief from Review's and Luttrell's unlawful trade practices.

WHEREFORE, Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust respectfully pray that judgment be entered in their favor in the form of compensatory damages against Review Development, LLC and Jason Luttrell, jointly and severally, in an amount to be proven at trial of not less than \$224,710.80; treble damages against Review Development, LLC and Jason Luttrell, jointly and severally; punitive damages against Review Development, LLC and Jason Luttrell, jointly and severally, jointly and severally, in an amount to be determined; costs, attorneys' fees, prejudgment and post-judgment interest against Review Development, LLC and Jason Luttrell, jointly and severally; and, any further amounts deemed just and proper by this Court.

## **COUNT II – NEGLIGENCE**

45. The foregoing paragraphs are incorporated herein by reference.

46. Review and Luttrell, as well as their respective agents, employees and contractors, had a duty to act to perform the above-referenced construction and renovation in a workmanlike manner.

47. Review and Luttrell, as well as their respective agents, employees and contractors, breached their duty by failing to act in a reasonable manner as set forth *supra*.

48. Review and Luttrell, as well as their respective agents, employees and contractors, caused damage to the Plaintiffs and the Property.

WHEREFORE, Plaintiffs Sarah Krieger, Evan Klondar and the Sarah E. Krieger Trust respectfully pray that judgment be entered in their favor in the form of compensatory damages against Review Development, LLC and Jason Luttrell, jointly and severally, in an amount to be proven at trial of not less than \$56,500.00; punitive damages against Review Development, LLC and Jason Luttrell, jointly and severally, jointly and severally, in an amount to be determined; costs, attorneys' fees, prejudgment and post-judgment interest against Review Development, LLC and Jason Luttrell, jointly and severally; and, any further amounts deemed just and proper by this Court.

Respectfully submitted,

JACKSON & CAMPBELL, P.C.

/s/ Christopher A. Glaser

Christopher A. Glaser (DC Bar No. 463583)

2300 N Street, N.W.

Suite 300

Washington, D.C. 20037

Telephone: (202) 457-1600

Facsimile: (202) 457-1678

cglaser@jackscamp.com

*Counsel for Plaintiffs*

VERIFICATION

I hereby certify that the facts stated in the above complaint are true and correct to the best of my knowledge, information and belief.

Sarah Krieger, Trustee of the Sarah E. Krieger Trust  
Sarah Krieger, Trustee of the Sarah E. Krieger Trust

Sarah Krieger  
Sarah Krieger

Evan Klondar  
Evan Klondar



## AGREEMENT

This Agreement is made this 7th day of November, 2017 between Review Development, LLC (hereinafter referred to as Review Development) located at 6322 5th St. NW, Washington DC, 20011 and the Owners, Evan Klondar and Sarah Krieger in connection with the renovation of the property located at 1419 S St. NW, Washington DC, (hereinafter referred to as "Project").

### SECTION ONE (Scope of Work)

Review Development will provide the Work as agreed upon in the architectural drawings by Jobi Jones, LLC. Review Development shall provide and pay for labor, materials, equipment, tools, construction, equipment and machinery, necessary for proper execution and completion of the Work. The Owner understands that costs in the estimate ONLY cover construction related materials. Electrical Fixtures - cabinets, tile, plumbing fixtures, electrical fixtures, etc must be procured by the Homeowner. Further, Review Development reserves the right to issue change order for items not included in the attached Scope of Work (see Section Six for details of Change Orders). If Review Development must pick-up materials, Review Development will bill the homeowner at \$50.00 an hour to procure items outside of construction costs laid out in the Scope of Work. Building permit is to be obtained and paid in full by homeowner.

### SECTION TWO (Commencement of Work and Substantial Completion)

The substantial work for the Project shall begin in November 2017. Owners and Contractor will determine a start date in the coming weeks. Subject to authorized adjustments, the work will be substantially complete approximately 14-16 weeks from the commencement date of the Work. Substantially complete is defined as the space can be utilized for the purpose intended. The Owner agrees not to use or occupy any space where work has been completed until the Punch List Agreement has been signed by both parties. Review Development shall not be responsible for delays caused by weather, shipping delays, fire, flood, strikes, terrorism, inspections or other causes beyond the reasonable control of Review Development.

### SECTION THREE (Payment)

The Owner will compensate Review Development \$138,520 as the Contract Price for the Work, subject to authorized increases and/or decreases as provided in Section Six below. Payments shall be made to Review Development based on a payment schedule determined by Review Development and the Owner. If the Owner fails to make timely payment for services and materials provided, Review Development may elect to stop work until payment is made and the construction schedule shall be adjusted accordingly. Payment for allowances that are outside of the estimate (plumbing fixtures, tile, backsplash, appliances, cabinets and countertops) will be due before Review Development orders the materials.

### SECTION FOUR (Warranties)

Review Development warrants that the materials and equipment furnished under this Agreement will be of good quality, new (unless otherwise required or permitted by the architectural plans and specifications) and free from defects not inherent in the quality required or permitted. The Work will conform to the plans and specifications incorporated herein and will be of a good and workmanlike quality in accordance with local industry practices. Review Development warrants all work, equipment and materials for a period of two (2) years from the date of substantial completion walk-thru meeting. Non-payment of any portion of this Contract (or reimbursable costs) shall void warranty. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Review Development, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.





Warranty work must be performed by Review Development and/or its subcontractors. The Owners will notify Review Development during the (2) year warranty period, if any warranty work is required. Review Development and/or its subcontractors will repair or replace all warranted items.

This warranty is in lieu of all other warranties, statutory or otherwise, express or implied, and all other representations made by Review Development and all other obligations or liabilities with respect to the Work, including implied warranties of merchantability and fitness are expressly excluded from this warranty. Review Development warranty obligations shall not exceed those set forth in this section. Review Development does not warranty Owner provided items.

#### SECTION FIVE (Insurance)

Review Development agrees to maintain in full force through the period of construction of this Project, insurance that will protect it from claims arising under workmen's compensation and other employee benefit laws. Review Development further agrees that it will maintain in full force through the period of construction, insurance with limits of Two Million Dollars for injury, including death, and property damage, which may arise out of the Work performed by Review Development.

Owners agree to maintain property insurance during the construction of the Project on the building, renovation, materials and supplies at the site. Coverage to include, but not be limited to fire, extended coverage vandalism, malicious mischief, and theft.

#### SECTION SIX (Work Changes)

The parties may agree to changes in the Work without invalidating this Agreement by a Change Order. A Change Order shall be in writing and approved in writing by the Owner and Review Development. The Change Order shall identify the nature of the addition, deletion or modification, and shall show the adjustment to the Contract Price and any adjustment to the completion schedule. In the event that a work change involving a significant amount of research to create the change order is requested by the Owner, Review Development will charge Owner a processing fee of \$150.00 per Change Order to cover that time associated with preparing the Change Order. If the changes are not executed, the fee will still be incurred. In the event that a requested change order requires an architect's time it will be charged to the Owner at \$135 per hour. Payment for a Change Order is due and payable upon receipt.

#### SECTION SEVEN (Termination and Suspension)

This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms here of no fault of the other or if the Project in whole or substantial part is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction or as a result of an act of government.

In the event of termination, Review Development shall be paid for all Work performed and/or provided through the date of termination.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

#### SECTION EIGHT (Miscellaneous Provisions)



This Agreement is based on the current city, county, state and federal laws and regulations. Additional costs incurred as a result of changes in governmental regulations shall be paid entirely by the Owners. Owners are responsible for the payment of all impact and governmental fees that may be associated with the Work. Owners shall not bring outside contractors onto the job site while this contract's work is being performed without written agreement from Review Development.

#### SECTION NINE (Dispute Resolution)

Prior to litigation, the parties shall endeavor to settle disputes by non-binding mediation. If during the course of construction, a dispute arises, the parties will agree to either wait until the completion of the Project to submit the dispute to mediation together with all other disputes, or if there may be adverse ramifications to waiting until the completion of the Project, a party may request that the matter be submitted to mediation at that time.

The parties will mutually select an expert to serve as a mediator to assist in the resolution of the dispute. If the parties are unable to mutually agree on an expert, then the dispute shall be brought before American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. All mediation costs shall be shared equally.

A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

All claims, disputes or other matters in question arising out of this Agreement that are not resolved through mediation shall be determined by a state or federal court located in Washington, DC which has jurisdiction over this matter. (Review Development is registered in Washington, DC). The parties specifically waive the right to a trial by jury in any court with respect to any and all claims, including but not limited to those sounding in Contract, tort or statute, against the other arising out of or connected in any way to the Project or this Agreement, because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

Severability. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

#### SECTION TEN (Concealed Conditions)

This Agreement is based solely on the observations the Contractor was able to make with the structure in its current condition at the time this Agreement was prepared. If additional concealed conditions are discovered once work has commenced, which were *not* visible at the time this proposal was prepared, Contractor will stop work and point out the unforeseen concealed conditions to Owner so that the Owner and Contractor can execute a Change of Plans for any additional work.



Owner:

\_\_\_\_\_ Evan Klondar Date

DocuSigned by:  
*Sarah Krieger*  
\_\_\_\_\_ Sarah Krieger Date 11/7/2017  
7C88A125E22B435...

Review Development, LLC

\_\_\_\_\_  
Jason D. Luttrell  
Owner  
Review Development, LLC

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

ATTACHMENTS:

- Scope of Work
- Payment Schedule
- Deposit Invoice 001



### Project Scope: S Street Interior Remodel

Date  
November 05, 2017

Client  
Klondar/Krieger  
1419 S Street NW  
Washington DC

Architect  
Jobi Jones  
1901 Columbia Road, #201  
Washington, DC 20009

Time Estimate:  
12-16 Weeks

#### SCOPE OF WORK:

All work in Scope of Work completed per plans provided by Jobi Jones in conjunction with homeowner.

**TOTAL PROJECT COST: \$138,520**

#### Whole House

|  |                    |
|--|--------------------|
| Site Preparation:<br>Contractor will apply adequate dust and floor protection in the existing house throughout the construction process.   | \$1,850.00         |
| Tool Rental:<br>To include all associated costs for rental to trench in basement, as well as other associated tools needed for the project.  | \$600.00           |
| Dumpsters<br>Costs associated with roll-off dumpsters when required - price also includes appropriate permits for DC street parking.   | \$3,400.00         |
| Demolition<br>Includes all costs associated with demolition per plans. Includes costs to temporarily shore walls as necessary.   | \$5,500.00         |
| 3rd Party Inspections<br>Price includes costs to pay for 3rd party inspections. Any partial inspections to move the project faster or prevent delays to be paid by homeowner at \$200.00 per inspection. | \$1,000.00         |
| <b>Site Work Total</b>   | <b>\$12,350.00</b> |

#### Masonry and Rough Carpentry

|   |            |
|---|------------|
| Concrete Trenching<br>Includes costs to trench hole in basement to move pipes per plans. Price includes removal of existing concrete and dirt, replacement of dirt, blue stone and compaction as necessary. | \$1,500.00 |
| Concrete Work<br>New 4" slab in basement where trenching took place.  | \$700.00   |



|  |                    |
|--|--------------------|
| New Masonry Opening<br>Price includes new steel lintel, temporary shoring and non-shrink grout as necessary. Opening to be three-feet finished - per plans.  | \$2,500.00         |
| Structural Framing<br>Install LVL's and posts per engineer's drawings. Includes costs for temporary shoring as needed.   | \$1,500.00         |
| Framing:<br>Includes all costs related to framing. Price includes all both pressure treated lumber and non pressure treated lumber per building code.  | \$9,050.00         |
| Landing and Stairs to Patio:<br>Install new landing and stairs to patio at rear of house. Price assumes pressure treated material for both decking and railing. Confirm dimensions with architect. | \$2,750.00         |
| New Stairs to Basement<br>New custom stairs to basement. Assumes small landing - wood railing - balusters and white oak stair treads. Risers and balusters to be painted.                          | \$3,100.00         |
| Expose Brick<br>Remove plaster from Brick on 2nd floor. Point brick, clean and seal.   | \$3,000.00         |
| <b>Masonry and Rough Carpentry Total</b>   | <b>\$24,100.00</b> |

#### Trade Work

|  |                   |
|--|-------------------|
| Gas and Plumbing Subcontractor Proposal<br>Cost associated with running new plumbing and gas lines for kitchen, basement bathroom, powder room and master bathroom. Price assumes CPVC for supply lines and PVC for waste. All fittings to be ball bearing. Price includes associated permits. | \$9,250.00        |
| <b>Plumbing and Gas Total</b>  | <b>\$9,250.00</b> |

#### Waterproofing, Doors, and Insulation

|   |            |
|---|------------|
| Exterior Door<br>Price for one new Exterior Door - thermatru door. Fiberglass doors per plan - painted - confirm style with architect.  | \$1,250.00 |
| Interior Doors<br>Price Includes all interior doors, per plans. Includes Hinges (homeowners to decide color). All doors to be primed - solid core doors. Homeowners to provide door hardware. | \$2,000.00 |
| Waterproofing<br>Price includes schluter waterproofing in all bathrooms. Includes schluter ditra on all plywood substrates to prevent tile from cracking - including in kitchen.              | \$3,230.00 |



**Insulation** \$2,880.00

Price includes insulating wood framing in rear of house near new powder room per code - assumes open cell spray foam in walls and cold floor. Assumes fiberglass insulation in basement exterior walls.

**Gypsum** \$11,190.00

Includes all costs associated with installation of gypsum board. Price includes ½ Gypsum and mold resistant where necessary. Price also includes 3 coats of plaster, sanding and priming. Includes all new construction new walls, ceilings - includes basement - also includes patching plaster where necessary.

**Waterproofing, Doors, Insulation** \$20,550.00

Trim, Tile and Paint

**Tile** \$7,630.00

Includes installation of tile per plans. All tile accessories including metal finishes to be provided by owner. Contractor to provide thinset and grout. Confirm installation and layout with architect.

**Interior Trim** \$4,950.00

Includes all costs associated with installing trim on the interior of the home. Confirm trim selection with homeowner.

**Cabinet Install** \$3,000.00

Includes installation of all cabinets and accessories. Includes cabinets in bathrooms and kitchen. Homeowner to provide hardware.

**Appliance Install** \$1,200.00

Includes installation of all appliances. Appliances to be provided by homeowner and will be installed per manufacturer specifications.

**Paint** \$6,030.00

Price assumes Benjamin Moore Regal Paint - Semi gloss for trim, flat ceiling white and flat for walls. Confirm Colors with Homeowner and Architect. Price assumes painting entire first floor, hallway to upstairs and master bathroom. Price does not include entire home.

**Custom Mantel** \$1,450.00

Includes all costs associated with custom mantel in living room. Specs to be provided by architect. Assumes paint-grade materials.

**Closet Install** \$1,000.00

Includes all associated costs with installation of closet system in Master Bathroom. Homeowner to provide materials and details of install

**Front Patio Install** \$4,200.00

Cost includes replacing decking on front exterior of home and repairing stairs as necessary. Assumes Trex decking or equivalent. Confirm selection with architect.

**Shower Glass**

Price assumes shower glass per plans. Price assumes 3/8 tempered glass and custom fit. Confirm finishes with architect and homeowner. \$8,500.00

**Tile, Trim, and Paint****\$37,960.00**Hardwood**Hardwood Removal****\$2,100.00**

Remove all existing hardwood from home. Includes removal of shoe moulding.

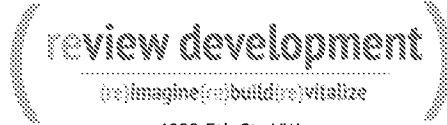
**Harwood Install, Sand and Seal****\$6,500.00**

Costs associated with hand-scraping floors where necessary, sanding and sealing - clear coats. Price assumes installation of white oak flooring. Hardwood to be paid for by homeowner. Confirm sizes with architect.

**Engineered Hardwood Install****\$1,850.00**

Price includes all associated costs with installing hardwood flooring in the basement. Price assumes gluing down engineered floor per specs. Flooring provided by others.

**Hardwood****\$10,450.00**Clean Up / Dump Fees**\$2,100.00**Project Management**\$6,000.00**Overhead**\$5,620.00**Profit**\$10,140.00**



6322 5th St. NW  
Washington DC, 20011

Project Invoice - Deposit  
Klondar/Krieger Renovation  
11.05.2017

To: Klondar/Krieger  
1419 S Street NW  
Washington DC 20009

| Service  | Cost         | % Due | % Paid | Due         |
|--|--------------|-------|--------|-------------|
| General Conditions (Floor Protection, Etc)       | \$ 1,850.00  | 25%   | 0%     | \$ 462.50   |
| 3rd Party Inspections                            | \$ 1,000.00  | 25%   | 0%     | \$ 250.00   |
| Tool Rental (For Basement Trenching)             | \$ 600.00    | 25%   | 0%     | \$ 150.00   |
| Dumpsters  | \$ 3,400.00  | 25%   | 0%     | \$ 850.00   |
| Demolition                                       | \$ 5,500.00  | 25%   | 0%     | \$ 1,375.00 |
| Concrete Trenching                               | \$ 1,500.00  | 25%   | 0%     | \$ 375.00   |
| Concrete Work (Basement)                         | \$ 700.00    | 25%   | 0%     | \$ 175.00   |
| Structural Work                                  | \$ 1,500.00  | 25%   | 0%     | \$ 375.00   |
| New Masonry Opening                              | \$ 2,500.00  | 25%   | 0%     | \$ 625.00   |
| Framing  | \$ 9,050.00  | 25%   | 0%     | \$ 2,262.50 |
| Plumbing   | \$ 9,250.00  | 25%   | 0%     | \$ 2,312.50 |
| Electrical                                       | \$ 0.00      | 25%   | 0%     | \$ 0.00     |
| Insulation                                       | \$ 2,880.00  | 25%   | 0%     | \$ 720.00   |
| Drywall  | \$ 11,190.00 | 25%   | 0%     | \$ 2,797.50 |
| Waterproofing                                    | \$ 3,230.00  | 25%   | 0%     | \$ 807.50   |
| Tile Labor                                       | \$ 7,630.00  | 25%   | 0%     | \$ 1,907.50 |
| New Stairs to Basement                           | \$ 3,100.00  | 25%   | 0%     | \$ 775.00   |
| Cabinet Install                                  | \$ 3,000.00  | 25%   | 0%     | \$ 750.00   |
| Appliance Install                                | \$ 1,200.00  | 25%   | 0%     | \$ 300.00   |
| New Fiberglass Exterior Door                     | \$ 1,250.00  | 25%   | 0%     | \$ 312.50   |
| Interior Doors                                   | \$ 2,000.00  | 25%   | 0%     | \$ 500.00   |
| Trim Carpentry                                   | \$ 4,950.00  | 25%   | 0%     | \$ 1,237.50 |
| Paint  | \$ 6,030.00  | 25%   | 0%     | \$ 1,507.50 |
| Custom Mantel                                    | \$ 1,450.00  | 25%   | 0%     | \$ 362.50   |
| Stairs to Patio                                  | \$ 2,750.00  | 25%   | 0%     | \$ 687.50   |
| Remove Plaster - Point Brick and Seal - Upstairs | \$ 3,000.00  | 25%   | 0%     | \$ 750.00   |
| Closet Install (Labor Only)                      | \$ 1,000.00  | 25%   | 0%     | \$ 250.00   |
| Remove Existing Flooring                         | \$ 2,100.00  | 25%   | 0%     | \$ 525.00   |
| Install New Hardwood - Install, Sanded, Stained  | \$ 6,500.00  | 25%   | 0%     | \$ 1,625.00 |
| Engineered Hardwood Install                      | \$ 1,850.00  | 25%   | 0%     | \$ 462.50   |
| Replace Front Patio (Assumes Trex Decking)       | \$ 4,200.00  | 25%   | 0%     | \$ 1,050.00 |
| Shower Glass                                     | \$ 8,500.00  | 25%   | 0%     | \$ 2,125.00 |
| Clean Up/Dump Fees                               | \$ 2,100.00  | 25%   | 0%     | \$ 525.00   |
| Project Management                               | \$ 6,000.00  | 25%   | 0%     | \$ 1,500.00 |
| Overhead   | \$ 5,620.00  | 25%   | 0%     | \$ 1,405.00 |
| Profit   | \$ 10,140.00 | 25%   | 0%     | \$ 2,535.00 |

|              |               |
|--------------|---------------|
| Project Cost | \$ 138,520.00 |
| Amount Due   | \$ 34,630.00  |
| Amount Paid  | \$ 0.00       |
| Remaining    | \$ 103,890.00 |

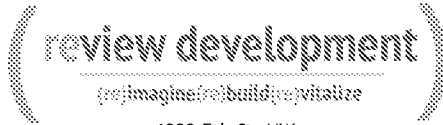




6322 5<sup>th</sup> St. NW  
Washington, DC 20011  
770.362.0282

**S Street Payment Schedule**

| Draw   | Amount              | % of Payment |
|--|---------------------|--------------|
| 1. Deposit at Signing of Contract  | \$ 34,630.00        | 25%          |
| 2. Start of Rough Framing  | \$ 20,778.00        | 15%          |
| 3. Start of Plumbing and/or Electrical   | \$ 20,778.00        | 15%          |
| 4. Start of Drywall  | \$ 13,852.00        | 10%          |
| 5. Start of Tile and/or Install  | \$ 13,852.00        | 10%          |
| 6. Start of Interior Painting  | \$ 13,552.00        | 10%          |
| 7. Substantially Complete<br>Prepare Punch list with Owner<br>(Two Year warranty Begins at walkthru meeting) | \$ 13,852.00        | 10%          |
| 8. Final Payout  | \$ 6,926.00         | 5%           |
| <b>Total Contract Price</b>  | <b>\$138,520.00</b> | <b>100%</b>  |



6322 5th St. NW  
Washington DC, 20011

Project Invoice - Sub. Complete  
Klondar/Krieger Renovation  
12.02.18

To: Klondar/Kreiger  
1419 S Street NW  
Washington DC 20009

| Service  | Cost         | % Due | % Paid | Due       |
|--|--------------|-------|--------|-----------|
| General Conditions (Floor Protection, Etc)       | \$ 1,850.00  | 3%    | 95%    | \$ 55.50  |
| 3rd Party Inspections                            | \$ 1,000.00  | 3%    | 95%    | \$ 30.00  |
| Tool Rental (For Basement Trenching)             | \$ 600.00    | 3%    | 95%    | \$ 18.00  |
| Dumpsters  | \$ 3,400.00  | 3%    | 95%    | \$ 102.00 |
| Demolition                                       | \$ 5,500.00  | 3%    | 95%    | \$ 165.00 |
| Concrete Trenching                               | \$ 1,500.00  | 3%    | 95%    | \$ 45.00  |
| Concrete Work (Basement)                         | \$ 700.00    | 3%    | 95%    | \$ 21.00  |
| Structural Work                                  | \$ 1,500.00  | 3%    | 95%    | \$ 45.00  |
| New Masonry Opening                              | \$ 2,500.00  | 3%    | 95%    | \$ 75.00  |
| Framing  | \$ 9,050.00  | 3%    | 95%    | \$ 271.50 |
| Plumbing   | \$ 9,250.00  | 3%    | 95%    | \$ 277.50 |
| Electrical                                       | \$ 8,480.00  | 3%    | 95%    | \$ 254.40 |
| Insulation                                       | \$ 2,880.00  | 3%    | 95%    | \$ 86.40  |
| Drywall  | \$ 11,190.00 | 3%    | 95%    | \$ 335.70 |
| Waterproofing                                    | \$ 3,230.00  | 3%    | 95%    | \$ 96.90  |
| Tile Labor                                       | \$ 7,630.00  | 3%    | 95%    | \$ 228.90 |
| New Stairs to Basement                           | \$ 3,100.00  | 3%    | 95%    | \$ 93.00  |
| Cabinet Install                                  | \$ 3,000.00  | 3%    | 95%    | \$ 90.00  |
| Appliance Install                                | \$ 1,200.00  | 3%    | 95%    | \$ 36.00  |
| New Fiberglass Exterior Door                     | \$ 1,250.00  | 3%    | 95%    | \$ 37.50  |
| Interior Doors                                   | \$ 2,000.00  | 3%    | 95%    | \$ 60.00  |
| Trim Carpentry                                   | \$ 4,950.00  | 3%    | 95%    | \$ 148.50 |
| Paint  | \$ 6,030.00  | 3%    | 95%    | \$ 180.90 |
| Custom Mantel                                    | \$ 1,450.00  | 3%    | 95%    | \$ 43.50  |
| Stairs to Patio                                  | \$ 2,750.00  | 3%    | 95%    | \$ 82.50  |
| Remove Plaster - Point Brick and Seal - Upstairs | \$ 3,000.00  | 3%    | 95%    | \$ 90.00  |
| Closet Install (Labor Only)                      | \$ 1,000.00  | 3%    | 95%    | \$ 30.00  |
| Remove Existing Flooring                         | \$ 2,100.00  | 3%    | 95%    | \$ 63.00  |
| Install New Hardwood - Install, Sanded, Stained  | \$ 6,500.00  | 3%    | 95%    | \$ 195.00 |
| Engineered Hardwood Install                      | \$ 1,850.00  | 3%    | 95%    | \$ 55.50  |
| Replace Front Paint                              | \$ 4,200.00  | 3%    | 95%    | \$ 126.00 |
| Shower Glass                                     | \$ 8,500.00  | 3%    | 95%    | \$ 255.00 |
| Clean Up/Dump Fees                               | \$ 2,100.00  | 3%    | 95%    | \$ 63.00  |
| Project Management                               | \$ 6,000.00  | 3%    | 95%    | \$ 180.00 |
| Overhead   | \$ 5,620.00  | 3%    | 95%    | \$ 168.60 |
| Profit   | \$ 10,140.00 | 3%    | 95%    | \$ 304.20 |
| Change Order - HVAC - Roofing - Etc              | \$ 57,485.00 | 0%    | 100%   | \$ 0.00   |
| Change Order - Rebuild Exterior of Annex         | \$ 2,140.00  | 0%    | 100%   | \$ 0.00   |
| Change Order - Heated Masterbathroom Floor       | \$ 1,220.00  | 0%    | 100%   | \$ 0.00   |
| 3 -1/4" White Oak Flooring Materials             | \$ 4,184.00  | 0%    | 100%   | \$ 0.00   |
| Countertops Labor & Materials                    | \$ 6,130.00  | 0%    | 100%   | \$ 0.00   |
| Hot Water Heater (installed)                     | \$ 1,930.00  | 0%    | 100%   | \$ 0.00   |

|   |             |      |      |             |
|---|-------------|------|------|-------------|
| Paint Front of House                              | \$ 1,940.00 | 0%   | 100% | \$ 0.00     |
| Additional Interior Paint (not included in scope) | \$ 734.00   | 0%   | 100% | \$ 0.00     |
| Disposal (purchase from ferguson)                 | \$ 297.00   | 0%   | 100% | \$ 0.00     |
| Under cabinet Light Materials                     | \$ 364.00   | 0%   | 100% | \$ 0.00     |
| Basement Access Panels                            | \$ 280.00   | 0%   | 100% | \$ 0.00     |
| Basement Flooring Materials                       | \$ 2,553.00 | 0%   | 100% | \$ 0.00     |
| Walnut Floating Shelves x3                        | \$ 750.00   | 0%   | 100% | \$ 0.00     |
| 10 Foot Floating Shelf                            | \$ 400.00   | 0%   | 100% | \$ 0.00     |
| Granite for Hearth                                | \$ 512.80   | 0%   | 100% | \$ 0.00     |
| Storm Doors x 2                                   | \$ 906.00   | 0%   | 100% | \$ 0.00     |
| Gas Line for Dryer                                | \$ 300.00   | 0%   | 100% | \$ 0.00     |
| Recessed White Oak Floor Vent                     | \$ 180.00   | 0%   | 100% | \$ 0.00     |
| Recessed Cubbies in Dining Room                   | \$ 2,330.00 | 0%   | 100% | \$ 0.00     |
| New Drain at door in basement                     | \$ 380.00   | 0%   | 100% | \$ 0.00     |
| Locks Keyed the Same                              | \$ 45.00    | 0%   | 100% | \$ 0.00     |
| Guest Bathroom Toilet                             | \$ 265.80   | 100% | 0%   | \$ 265.80   |
| Cat Cubby   | \$ 1,000.00 | 100% | 0%   | \$ 1,000.00 |
| Re-Paint Exterior                                 | \$ 1,300.00 | 100% | 0%   | \$ 1,300.00 |
| Paint Grade Floating Shelves - Basement x4        | \$ 800.00   | 100% | 0%   | \$ 800.00   |
| Walnut Floating Shelves - Basement x4             | \$ 1,000.00 | 100% | 0%   | \$ 1,000.00 |
| Basement Countertop and Sink                      | \$ 612.00   | 100% | 0%   | \$ 612.00   |

|                                    |                    |
|------------------------------------|--------------------|
| Project Cost                       | \$ 237,038.60      |
| <b>Amount Due</b>                  | <b>\$ 9,387.80</b> |
| Deposit - 11.05.17                 | \$ 34,630.00       |
| Invoice Rough Framing - 12.01.17   | \$ 20,778.00       |
| Invoice Start of Trades - 12.19.17 | \$ 25,442.00       |
| Change Order 001 - 1.19.18         | \$ 43,113.75       |
| Invoice Start of Drywall - 2.15.18 | \$ 29,557.00       |
| Invoice Start of Tile - 3.03.18    | \$ 27,888.25       |
| Invoice Start of Paint - 3.22.18   | \$ 14,700.00       |
| Invoice Substantial Complete 1     | \$ 12,615.00       |
| Invoice Substantial Complete 2     | \$ 15,986.80       |
| Remaining                          | \$ 2,940.00        |

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

This analysis is being prepared by DC Building Plans & Consultants at the request of the homeowners – Sarah Krieger and Evan Klondar - of the subject property.

## **Existing Condition Notes**

Existing home is a Two-Story brick home plus Basement

- There is walkout from Basement, which is mostly below grade
- The home sits on a mostly rectangular lot with very little slope
- The home is south facing
- The home is a mid-row, row home with a dogleg, two party walls, and rear alley access
- The basement-level walkout to the rear does not meet building code, but was not to code when purchased by the current homeowners

## **Renovation Project Background and Contracting Participants**

The renovation project at the home dates from a renovation permitted by DC DCRA on 10/27/17, under B1800970.

The Client and the Contractor executed a renovation and construction contract on 11/07/17.

The Client and the Contractor executed or mutually agreed to additional Change Orders on or about 01/09/18, and subsequently agreed to a mini-split program for the HVAC which includes 2 outdoor units.

The Permit Set of Plans are issued on 10/16/17 and are authored by DC ARC, #102876, Jobi Lynne Jones.

1. The permit set of plans and the original scope of work are generally in compliance with one another.
2. Several items from the list of Change Orders should have gained additional or amended building permits.

The Structural Engineer of record is Alireza Shahbaz, PE, with DC PE #9015. The structural work is minimally defined in the permit set.

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

## Contract/Contractor Issues

The General Contractor of record is review development and based on a current review of electronic public records was unlicensed at the time of the contract.

**review development, Jason Lutrell, DC HIC # 4203-15000426 expired on 08/31/2017**

**review development, Jason Lutrell, DC GC/CM # 4105-15000602 commenced on 09/01/19 for a new, 2-year period**

**the date of the renovation contract was 11/07/17**

*as of 10/22/20 we have not been able to access any other records or verifications other than the electronic files to re-verify the above licensing information*

## Additionally:

- The Contractor license number with DC DCRA (either HIC or GC/CM) is not included on the Contractor's contract presented to the Clients, nor does a copy of any license appear as an addendum to said Contract.
- The Contractor did not provide the Client with a copy of their Certificate of Insurance (or an issued certificate naming the Client as a named insured) for his General Liability and Workman's Comp Insurances, as well as any company-owned vehicles (if any)
- The Contractor did not provide the Client with EPA Lead Certification at the time of Contract (all homes built before 1978)
  - Nor did the Contractor with the relevant acknowledgement of the EPA Renovate Right brochure and signature of understanding and receipt
- The Contractor does not have a DC DOEE Lead Badge Certification, which is required when disturbing more than 500 SF of wallboard in a home built before 1978

## Permits and Inspections for the Renovations

*(based on a review of DC inspections and open permit records)*

B1800970: Construction/Alteration and Repair (date of issuance: 10/27/17)

Issued to Sarah E. Krieger Revocable Trust

Agent: Jobi Jones

Building Close-in: 02/15/18

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

Building Final Inspection: NONE

P1801569: Supplemental Plumbing & Gas (date of issuance: 11/28/17)

Issued to Jerone Scott

Plumbing Close-in: No record

Plumbing Final: NONE

E1802500: Supplemental Electrical (date of issuance: 12/19/17)

Issued to Anthony Harris

Electrical Close-in: 02/15/18

Electrical Final: NONE

M1801420: Supplemental Mechanical (date of issuance: 02/13/18)

Issued to Stephen Holman

Mechanical Close-in: 02/15/18

Mechanical Final: NONE

P1803740: Supplemental Plumbing & Gas (date of issuance: 02/16/18)

Issued to Franklin Gaines

Plumbing Close-in: No record

Plumbing Final: NONE

All inspections to date took place via a single site visit by CamJap Inspections inspector Larry Wemyss on or about 02/14/18.

Trade permits are likely shadow permits – i.e., work was not actually performed by the trade contractor who pulled the permits, especially Scott and Gaines.

Final Inspections can be done in multi-disciplinary format.

## **Steps to be Taken to close out project:**

1. Original Building Permit should be administratively reopened / extended so that final inspections can be obtained
  - a. Some Trade Permits may need to be re-issued to some representative trades
2. New, Licensed & Insured GC to then call in for Final Inspections and obtain final working list, or punch list, in efforts to complete the inspections on the open permits
3. Recommend using 3<sup>rd</sup> Party inspector MCP if they are available
4. Complete punch list and obtain final inspections approval for all open permits, including trades

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

**Estimated Costs to Finalize and Close-out Permits: \$5,500 - \$6,500**

## **Primary Construction and Remodeling Issues to be Addressed from the Scope of Work and Change Orders**

1. The Hardi-panel siding (skin) at the rear addition should be completely removed and replaced all the way back to the primary sheathing for the addition area.
  - This includes all trim and flexible/metal flashing and counter flashing around windows and doors.
  - Install new building paper, trim, siding (skin), and paint.
2. Perform complete roof and flashing check. If possible, verify that the new roof was in fact a complete tear off and not just an overlay.
3. Temporarily remove rear dogleg gutters and then install necessary exterior soffits, fascias, and rakes at the rear dogleg. Paint all trim boards. Reinstall gutters and downspouts. *This should have been done as part of purchasing a “new” roof.*
  - Minor brick point work should be undertaken as well.
  - There are open holes between the roof and the walls into the attic space
4. The rear wood and composite tread stairs into the back yard from the addition need to be removed and rebuilt to code as they are not properly structured or flashed at the intersection with the house.
5. The new side exterior door should be reinstalled with a concrete curb below. Also, very poor workmanship.
6. The rear exterior door in the addition will need to be reinstalled as well. Very poor workmanship and likely needs a new rough opening to prevent further settlement/lack of a square opening.
7. Verify satisfactory roof insulation at upper floor (applicable DC building code/IRC is currently R-49 and Contractor Change Orders (01-09-18) indicates only R-38)
  - *The roof assembly itself can add R-value if done with intent*
8. The bottom of the crawl space floor assembly needs vapor and sheathing
9. The new/re-routed waste stack running under crawl space needs to be encapsulated and insulated

## **Other:**

1. There is a visible foundation wall crack (pre-existing wall) on the northeast corner of the existing addition that must be addressed and the new renovation work in the addition should not have occurred without addressing this first.
  - a. It is possible that the addition work could have exacerbated the problem as well

# Renovation Project Status Report

Prepared for Sarah Krieger & Evan Klondar

1419 S ST NW, Washington DC 20009

October 22, 2020 – Version: 1.0

*This work list is generated only in general terms and it should not be the entire list of issues or problems at the home.*

**Estimated Costs to Remedy Defective/Incomplete Work:** \$40,000 - \$50,000

**Change Order Work Technically Requiring Permits to have been amended:**

1. Structural Work, cross strapping and shore up ridge line/girder. Work defined as “per engineer” but there is no letter from PE for guiding how work to be performed.
2. Remove Drywall and Insulate at roof/ceiling
3. Replace Exterior Doors at rear would require approval from Greater U ST Historic Desk even though they are on the rear of the property





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

Sarah E. Krieger Trustee, et al.

Plaintiff

vs.

Case Number 2020 CA 004714 B

Review Development, LLC

Defendant

**SUMMONS**

To the above named Defendant:

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

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Christopher A. Glaser (Bar #463583)

Name of Plaintiff's Attorney

2300 N Street, NW, Suite 300

Address

Washington, DC 20037

(202) 457-1612

Telephone

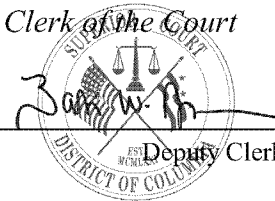
如需翻译,请打电话 (202) 879-4828

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

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

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*Clerk of the Court*



By \_\_\_\_\_

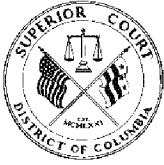
Deputy Clerk

Date 11/17/2020

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

See reverse side for Spanish translation  
Vea al dorso la traducción al español



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

\_\_\_\_\_ Demandante

contra

Número de Caso: \_\_\_\_\_

\_\_\_\_\_ Demandado

**CITATORIO**

Al susodicho Demandado:

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

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

*SECRETARIO DEL TRIBUNAL*

\_\_\_\_\_  
Nombre del abogado del Demandante

Por: \_\_\_\_\_  
Subsecretario

\_\_\_\_\_  
Dirección

Fecha \_\_\_\_\_

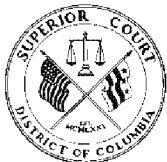
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 번역을 위해서는 전화 (202) 879-4828      翻譯を請求するには (202) 879-4828      電話を掛ける (202) 879-4828      ১৯৭৯ সন ৭ মার্চ ১৯৭৯ (202) 879-4828      ১৯৭৯

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



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Sarah E. Krieger Trustee, et al.

Plaintiff

vs.

Case Number 2020 CA 004714 B

Jason Luttrell

Defendant

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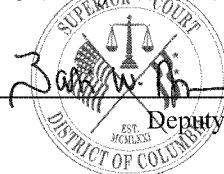
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*Clerk of the Court*



By \_\_\_\_\_

Deputy Clerk

Date \_\_\_\_\_

**11/17/2020**

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Por: \_\_\_\_\_  
Subsecretario

\_\_\_\_\_  
Dirección

Fecha \_\_\_\_\_

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# Superior Court of the District of Columbia

## CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

SARAH KRIEGER TRUSTEE, ET AL.

Case Number: **2020 CA 004714 B**

vs

Date: November 17, 2020

REVIEW DEVELOPMENT, LLC, ET AL.

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

|  |  |
|--|--|
| Name: <i>(Please Print)</i><br>Christopher A. Glaser             | Relationship to Lawsuit                                    |
| Firm Name:<br>Jackson & Campbell, PC                             | <input checked="" type="checkbox"/> Attorney for Plaintiff |
| Telephone No.: 202-457-1612<br>Six digit Unified Bar No.: 463583 | <input type="checkbox"/> Self (Pro Se)                     |
|  | <input type="checkbox"/> Other: _____                      |

TYPE OF CASE:  Non-Jury       6 Person Jury       12 Person Jury  
Demand: \$ 224,710.80      Other: \_\_\_\_\_

### PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar#: \_\_\_\_\_

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

#### A. CONTRACTS

#### COLLECTION CASES

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

#### B. PROPERTY TORTS

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

#### C. PERSONAL TORTS

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process            | <input type="checkbox"/> 10 Invasion of Privacy                              | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,<br>Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection     | <input type="checkbox"/> 11 Libel and Slander                                | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice)                      |
| <input type="checkbox"/> 03 Assault and Battery         | <input type="checkbox"/> 12 Malicious Interference                           | <input type="checkbox"/> 19 Wrongful Eviction                                     |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution                            | <input type="checkbox"/> 20 Friendly Suit   |
| <input type="checkbox"/> 05 Deceit (Misrepresentation)  | <input type="checkbox"/> 14 Malpractice Legal                                | <input type="checkbox"/> 21 Asbestos  |
| <input type="checkbox"/> 06 False Accusation            | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)   | <input type="checkbox"/> 22 Toxic/Mass Torts                                      |
| <input type="checkbox"/> 07 False Arrest                | <input type="checkbox"/> 16 Negligence- (Not Automobile,<br>Not Malpractice) | <input type="checkbox"/> 23 Tobacco   |
| <input type="checkbox"/> 08 Fraud                       |  | <input type="checkbox"/> 24 Lead Paint  |

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# Information Sheet, Continued

## C. OTHERS

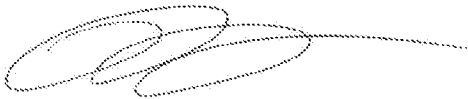
- |   |   |
|---|---|
| <input type="checkbox"/> 01 Accounting                                  | <input type="checkbox"/> 17 Merit Personnel Act (OEA)   |
| <input type="checkbox"/> 02 Att. Before Judgment                        | (D.C. Code Title 1, Chapter 6)  |
| <input type="checkbox"/> 05 Ejectment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

## II.

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

## D. REAL PROPERTY

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



Attorney's Signature

11/17/20

Date



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION Civil Actions Branch  
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001  
Telephone: (202) 879-1133 • Website: [www.dccourts.gov](http://www.dccourts.gov)

SARAH E. KRIEGER TRUST et al  
Vs.  
REVIEW DEVELOPMENT, LLC et al

C.A. No. 2020 CA 004714 B

**INITIAL ORDER AND ADDENDUM**

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“Super. Ct. Civ. R.”) 40-1, it is hereby **ORDERED** as follows:

(1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge JOSE M LOPEZ

Date: November 17, 2020

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE  
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, February 19, 2021

Location: Courtroom 212

500 Indiana Avenue N.W.

WASHINGTON, DC 20001



## **ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES**

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation). One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to [earlymedmal@dcsc.gov](mailto:earlymedmal@dcsc.gov). Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver if in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at [www.dccourts.gov/medmalmediation/mediatorprofiles](http://www.dccourts.gov/medmalmediation/mediatorprofiles). All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation).

Chief Judge Anita M. Josey-Herring



## Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

### Option 1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the **Audio Alternative**

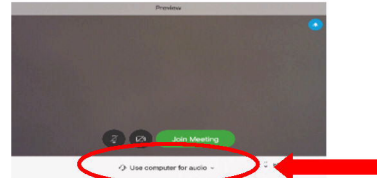
### Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:  
<https://dccourts.webex.com/meet/XXXXXXXXXX>

### Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address  
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

**AUDIO ALTERNATIVE:** Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



### Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

**For Technical Questions or issues Call: (202) 879-1928, Option #2**

Superior Court of the District of Columbia  
Public Access for Remote Court Hearings  
(Effective August 24, 2020)

**The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free).** After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

| Division       | Courtroom | Types of Hearings Scheduled in Courtroom   | Public Access via WebEx   |                  |
|----------------|-----------|--|---|------------------|
|                |           |  | WebEx Direct URL  | WebEx Meeting ID |
| Auditor Master | 206       | Auditor Master Hearings  | <a href="https://dccourts.webex.com/meet/ctbaudmaster">https://dccourts.webex.com/meet/ctbaudmaster</a> | 129 648 5606     |
| Civil          | 100       | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb100">https://dccourts.webex.com/meet/ctb100</a>             | 129 846 4145     |
|                | 205       | Foreclosure Matters  | <a href="https://dccourts.webex.com/meet/ctb205">https://dccourts.webex.com/meet/ctb205</a>             | 129 814 7399     |
|                | 212       | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb212">https://dccourts.webex.com/meet/ctb212</a>             | 129 440 9070     |
|                | 214       | Title 47 Tax Liens; and Foreclosure Hearings   | <a href="https://dccourts.webex.com/meet/ctb214">https://dccourts.webex.com/meet/ctb214</a>             | 129 942 2620     |
|                | 219       | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb219">https://dccourts.webex.com/meet/ctb219</a>             | 129 315 2924     |
|                | 221       | Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb221">https://dccourts.webex.com/meet/ctb221</a>             | 129 493 5162     |
|                | 318       | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb318">https://dccourts.webex.com/meet/ctb318</a>             | 129 801 7169     |
|                | 320       | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials | <a href="https://dccourts.webex.com/meet/ctb320">https://dccourts.webex.com/meet/ctb320</a>             | 129 226 9879     |

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|  |       |  |   |              |
|  | 400   | Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes | <a href="https://dccourts.webex.com/meet/ctb400">https://dccourts.webex.com/meet/ctb400</a>   | 129 339 7379 |
|  | 415   | Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials             | <a href="https://dccourts.webex.com/meet/ctb415">https://dccourts.webex.com/meet/ctb415</a>   | 129 314 3475 |
|  | 516   |  | <a href="https://dccourts.webex.com/meet/ctb516">https://dccourts.webex.com/meet/ctb516</a>   | 129 776 4396 |
|  | 517   |  | <a href="https://dccourts.webex.com/meet/ctb517">https://dccourts.webex.com/meet/ctb517</a>   | 129 911 6415 |
|  | 518   |  | <a href="https://dccourts.webex.com/meet/ctb518">https://dccourts.webex.com/meet/ctb518</a>   | 129 685 3445 |
|  | 519   |  | <a href="https://dccourts.webex.com/meet/ctb519">https://dccourts.webex.com/meet/ctb519</a>   | 129 705 0412 |
|  | JM-4  |  | <a href="https://dccourts.webex.com/meet/ctbjm4">https://dccourts.webex.com/meet/ctbjm4</a>   | 129 797 7557 |
|  | A-47  | Housing Conditions Matters   | <a href="https://dccourts.webex.com/meet/ctba47">https://dccourts.webex.com/meet/ctba47</a>   | 129 906 2065 |
|  | B-52  | Debt Collection and Landlord and Tenant Trials   | <a href="https://dccourts.webex.com/meet/ctbb52">https://dccourts.webex.com/meet/ctbb52</a>   | 129 793 4102 |
|  | B-53  | Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions                   | <a href="https://dccourts.webex.com/meet/ctbb53">https://dccourts.webex.com/meet/ctbb53</a>   | 129 913 3728 |
|  | B-109 | Landlord and Tenant Matters  | <a href="https://dccourts.webex.com/meet/ctbb109">https://dccourts.webex.com/meet/ctbb109</a> | 129 127 9276 |
|  | B-119 | Small Claims Hearings and Trials   | <a href="https://dccourts.webex.com/meet/ctbb119">https://dccourts.webex.com/meet/ctbb119</a> | 129 230 4882 |