

Exhibit A

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

Norman Propst, on behalf of himself and all
others similarly situated,
C/O Migliaccio & Rathod, LLP
412 H St. NE, Ste. 302
Washington, D.C. 20002

Plaintiff,

v.

Brookfield Properties Multifamily, LLC
250 Vesey Street, 15th Floor
Brookfield Place
New York, NY 10281

Serve on: Corporation Service Co.,
Reg. Agent
1090 Vermont Ave. NW
Washington, D.C. 20005,

Defendant.

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

INTRODUCTION

This is a consumer protection class action brought by Plaintiff Norman Propst, a tenant, against his housing provider, Defendant Brookfield Properties Multifamily, LLC. Plaintiff is a tenant at Guild, an apartment building managed by Defendant in the Navy Yard neighborhood of Washington, D.C. In addition to Guild, Defendant also manages neighboring apartment buildings named Estate, Foundry Lofts, and Twelve12 (referred to collectively as the “Properties”). This action challenges the following illegal practices that Defendant employs at the Properties.

- **Illegal Application Fees.** Defendant charges tenants application fees that drastically exceed the statutory maximum permitted by District law (currently, \$52) in the form of bogus “holding deposits.” While housing providers are permitted to charge holding deposits *after* they have approved a tenant’s rental application, Plaintiff was required to pay a \$250 holding deposit *at the time* he submitted his application—months *before* his application was approved.
- **Illegal Common Area Electric and Trash Fees.** Defendant charges tenants fees for “Common Area Electric” and trash services at the Properties. Tenants have no control over electric utility usage in common areas or trash services, which are entirely controlled by Defendant. This practice violates the District’s Housing Code, which prohibits housing providers from shifting the cost of such utilities to tenants.
- **Illegal and Undisclosed Service Fees.** Defendant requires tenants to pay gas, electric, and stormwater utility bills through Conservice, a third-party utility billing company. Defendant also requires tenants to pay water bills through Metergy, another third-party utility billing company. Defendant charges tenants monthly service fees to receive their bills from, and pay their bills to, Conservice and Metergy. These service fees are illegal because they require Plaintiff to pay to receive basic utilities necessary to maintain the warranty of habitability—a practice prohibited by District law. In addition, these service fees fall within the District’s definition of “rent” and therefore must be disclosed at the time tenants file their rental applications under District law. Defendant failed to make such disclosures as to Metergy’s service fees, subjecting tenants to surprise and recurring junk fees.

These trade practices are unlawful, unfair, and/or deceptive under the D.C. Consumer Protection Procedures Act (“CPPA”). Plaintiff brings this action under the CPPA to stop these

unlawful trade practices and recover damages for himself and all other similarly situated tenants at Defendant's Properties.

PARTIES

1. Plaintiff Norman Propst is a District of Columbia resident and tenant of Guild.

2. Defendant Brookfield Properties Multifamily, LLC is a Florida corporation with a corporate address of 250 Vesey Street, 15th Floor, Brookfield Place, New York, NY 10281.

Brookfield transacts business in the District by leasing and managing residential rental property.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action under D.C. Code §§ 11-921, 28-3905(k), and 13-423.

4. Venue is proper in this Court because the acts and transactions giving rise to this action occurred in the District of Columbia.

FACTUAL ALLEGATIONS

A. Defendant's Business in the District and Plaintiff's Tenancy.

5. Defendant is a housing provider that manages numerous apartment buildings in the District. This lawsuit challenges Defendant's common practices affecting numerous tenants at the following apartment buildings in the Navy Yard neighborhood, which Defendant manages:

- **Guild.** An apartment building with approximately 190 units located at 1346 4th St. SE, Washington, D.C. 20003.
- **Estate.** An apartment building with approximately 260 units located at 3 Tingey Sq. SE, Washington, D.C. 20003
- **Twelve12 Apartments.** An apartment building with approximately 250 units located at 1212 4th St. SE, Washington, D.C. 20003.
- **Foundry Lofts.** An apartment building with approximately 170 units located at 301 Tingey St. SE, Washington, D.C. 20003.

6. Plaintiff applied for rental housing at Guild on April 5, 2024.

7. Plaintiff's application took time to approve, and he was not able to sign a lease until months later.

8. Defendant is the lessor on Plaintiff's lease ("Lease"). The Lease lists a "Lease Date" of June 17, 2024 and a "Commencement Date" of July 1, 2024.

9. Plaintiff moved into his apartment at Guild on July 1, 2024, and continues to reside there as of the filing of this Complaint.

B. The Illegal Application Fee.

10. Plaintiff submitted his rental application to live at Guild on April 5, 2024. With the application, Defendant required Plaintiff to pay a \$50 "Application Fee" and an additional \$250 "Holding Deposit" before it would evaluate his application.

11. The \$250 "Holding Deposit" is illegal under District law. District law prohibits housing providers from charging prospective tenants application fees in excess of \$52. *See* D.C. Code § 42-3505.10(b)(1), (3) ("(1) A housing provider may require a prospective a tenant to pay an application fee. Such an application fee will be no more than \$50. . . . (3) A housing provider **shall not charge a prospective tenant any fee other than an application fee prior to signing a lease with the tenant.**").¹

12. While District law permits housing providers to collect a holding deposit, the law defines "holding deposits" to mean "the amount a housing provider requires a prospective tenant to pay **after** a housing providers approves a tenant's application, which temporarily makes a unit

¹ D.C. Code § 42-3505.10(b)(1) was initially passed on May 18, 2022, and capped application fees at \$50, subject to annual adjustments. *See* Legislative History re Bill No. B24-0096, <https://lims.dccouncil.gov/Legislation/B24-0096>. The application fee cap is presently \$52 for calendar year 2024. *See Rental Housing Commission Publishes Rental App. Fee Cap for 2024*, D.C. Office of Tenant Advocate (Jan. 16, 2024), <https://ota.dc.gov/release/rental-housing-commission-publishes-rental-application-fee-cap-2024>.

unavailable to other prospective tenants and which if a tenant accepts a unit becomes part of the prospective tenant's first month's rent or security deposit." D.C. Code § 42-3501.03(13A) (emphasis added).

13. District law defines "application fee" to "mean[] the total of all costs or fees that a prospective tenant is required to pay to a housing provider at the time of application or at any time prior to signing a lease as a prerequisite to evaluating or approving a prospective tenant's application for rental housing, including processing, reviewing, or screening the prospective tenant's application, but not including holding deposits." D.C. Code § 42-3501.03(2A).

14. The \$250 "Holding Deposit" Plaintiff paid thus does not qualify as a permitted holding deposit under District law because it was paid at the same time he applied for rental housing—and therefore before his rental application was approved. Indeed, Defendant ultimately took several weeks to approve Plaintiff's rental application.

15. As a result, Plaintiff paid fees related to his rental application far exceeding that permitted by D.C. Code § 42-3505.10(b)(1).

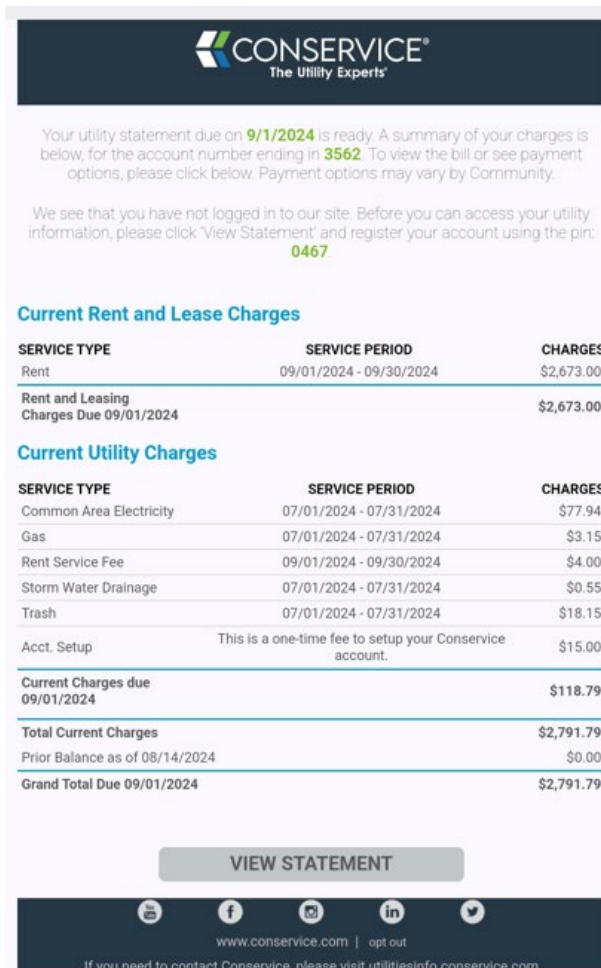
16. In addition, Defendant's practice of charging excessive application fees is an unfair trade practice. As a large, sophisticated housing provider, Defendant took advantage of potential tenants who cannot reasonably be expected to know that such a fee is excessive and illegal. Requiring prospective tenants to pay hundreds of dollars just to apply for rental housing causes substantial injury by taking funds that they are not permitted to receive. This practice also prevents tenants from filing multiple rental applications and comparison shopping between housing providers. Such a practice also lacks any discernible countervailing benefits to consumers or competition and cannot be reasonably avoided as it is a requirement to proceed with the application.

17. Plaintiff and similarly situated prospective tenants of the Properties have been injured by paying rental application fees exceeding the District’s statutory maximum, such as through the bogus “Holding Deposit.”

C. The Illegal Common Area Electricity and Trash Fees.

18. Defendant bills Plaintiff and other tenants at the Properties for rent and certain utilities through a third-party utility billing company named Conserve, LLC.

19. Through Conserve, Defendant issues Plaintiff and other tenants at the Properties monthly bills, which include their monthly rent and other fees related to utilities. A screenshot of Plaintiff’s monthly bill with a due date of September 1, 2024 is provided below, which includes a \$77.94 charge for “Common Area Electricity” and a \$18.15 charge for “Trash.”



CONSERVISE
The Utility Experts

Your utility statement due on **9/1/2024** is ready. A summary of your charges is below, for the account number ending in **3562**. To view the bill or see payment options, please click below. Payment options may vary by Community.

We see that you have not logged in to our site. Before you can access your utility information, please click 'View Statement' and register your account using the pin: **0467**.

Current Rent and Lease Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	09/01/2024 - 09/30/2024	\$2,673.00
Rent and Leasing Charges Due 09/01/2024		\$2,673.00

Current Utility Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Common Area Electricity	07/01/2024 - 07/31/2024	\$77.94
Gas	07/01/2024 - 07/31/2024	\$3.15
Rent Service Fee	09/01/2024 - 09/30/2024	\$4.00
Storm Water Drainage	07/01/2024 - 07/31/2024	\$0.55
Trash	07/01/2024 - 07/31/2024	\$18.15
Acct. Setup	This is a one-time fee to setup your Conserve account.	\$15.00
Current Charges due 09/01/2024		\$118.79
Total Current Charges		\$2,791.79
Prior Balance as of 08/14/2024		\$0.00
Grand Total Due 09/01/2024		\$2,791.79

VIEW STATEMENT

www.conservice.com | opt out

If you need to contact Conserve, please visit utilitiesinfo@conservice.com

20. In charging Plaintiff a Common Area Electricity Fee, Defendant required Plaintiff to pay for electric utilities used in common areas. In September 2024, Defendant sent tenants an email disclosure, explaining:

“Common Area Electricity” is a charge for the following services:

- In-unit residential heating, cooling, and ventilation (HVAC)
- Common space HVAC, lighting, and appliances

In accordance with your lease, residents are responsible for their own in-unit HVAC, and a proportionate share of the HVAC, lighting, and appliances of common spaces in the building, including amenity spaces, hallways, and lobbies.

21. Plaintiff has no ability whatsoever to control the electricity used in common areas of Guild, including its amenity spaces, hallways, and lobbies.

22. Plaintiff also has no ability to control the trash services.

23. As a result, the Common Area Electricity and Trash Fees are illegal. Under District law, housing providers are prohibited from requiring tenants to pay for utilities—including electric and trash service—that are under the housing provider’s control. The District’s Housing Code, codified at D.C.M.R. Title 14, provides: “Where a utility (such as water, electricity, gas or other fuels, or sewer or refuse service) is the responsibility of, or under the control of, the owner or licensee of any residential building, the **utility shall be furnished and maintained by the owner or licensee** in the quantities needed for normal occupancy.” D.C.M.R. 14-600.3 (emphasis added).

24. By requiring that the housing provider “furnish[]” a utility that is under the housing provider’s control, the Housing Code requires housing providers to pay for such utilities. Defendant violated this provision of the Housing Code by requiring Plaintiff to pay for common area utilities and trash services that were within Defendant’s exclusive control.

25. In addition, Defendant's practice of charging tenants Common Area Electricity and Trash Fees is an unfair trade practice. As reasonable consumers expect services in the exclusive control of their housing provider to be paid by the housing provider, Defendant's practice causes consumers substantial injury by upending these expectations and shifting such costs to tenants. Consumers are also injured because they are stripped of regulatory protections that would otherwise apply were they billed directly by a publicly-regulated utility—such as protections bearing on notice, billing, and the right to appeal a utility bill. Consumers also could not reasonably avoid such a trade practice, as Defendant failed to disclose the amount of such fees to tenants. Finally, Defendant's practice lacks any discernible countervailing benefits to consumers or competition.

26. Plaintiff and similarly situated tenants at the Properties have been injured by paying the illegal Common Area Electricity and Trash Fees.

D. The Illegal Conservice and Metergy Service Fees.

27. Through Conservice, Defendant also requires Plaintiff to pay a monthly "Rent Service Fee" of \$4.50 to pay his rent and other utility-related charges billed by Conservice.

28. In addition, Defendant requires Plaintiff to pay his water utility bills through another third-party utility billing company named Metergy Solutions, Inc. ("Metergy"). Metergy charges Plaintiff a separate Service Charge of \$7.70 and a Metering Fee of \$1.54 a month.

29. The Conservice Service Fee, the Metergy Service Charge, and the Metergy Metering Fee (referred to collectively as the "Service Fees") add up. Together, they total an additional \$13.74/month, which tacks on an additional \$164.88 to a tenant's rental bill over the course of a year.

30. The Service Fees are illegal under District law, which prohibits housing providers from charging tenants fees for basic services necessary to maintain a unit consistent with the implied warranty of habitability. D.C. Code § 42-3505.10(b-2)(1) provides:

A housing provider **shall not charge a fee** to a prospective tenant before move-in, during a tenancy, or after move-out for **services required of the housing provider to maintain a unit in a condition consistent with the implied warranty of habitability** and with Titles 12 and 14 of the District of Columbia Municipal Regulations, or substantially similar subsequent regulations; except, that nothing in this subsection prohibits a housing provider from withholding a tenant's security deposit to replace damaged items if the tenant has caused damage to the unit beyond the standard of ordinary wear and tear as defined in § 42-3502.17(c)(3).

31. The D.C. Council made the purpose of the law clear in the law's legislative history: "Housing providers have a duty to maintain units in a condition rendered habitable under the implied warranty of habitability and under designated housing code regulations. **The purpose of this section was to make sure housing providers are not passing the costs for which they are responsible onto tenants.**"²

32. Under the Housing Code (i.e., D.C.M.R. Title 14), housing providers are required to provide tenants with utilities such as electric and water. *E.g.*, D.C.M.R. 14-600.1 ("The owner or licensee of each residential building shall provide and maintain the facilities, utilities, and fixtures required by this section."); D.C.M.R. 14-500.1 ("The owner of a building used for residential purposes shall provide that building with adequate facilities for heating, ventilating, and lighting.").

² D.C. Council Committee Report re: Bill B25-0074 at 4 (June 22, 2023), https://lims.dccouncil.gov/downloads/LIMS/52171/Committee_Report/B25-0074-Committee_Report1.pdf?Id=164697

33. In effect, the Service Fees impose a fee upon Plaintiff and similarly situated tenants to use their utilities, as failing to pay the Service Fees subjects him to the threat of eviction under the Lease.

34. Thus, the Service Fees violate Section 42-3505.10(b-2)(1) because it is a fee charged by Defendant to maintain a unit consistent with the requirements of the Housing Code and the implied warranty of habitability to provide tenants with utilities.

35. Defendant's practice of charging Service Fees is also an unfair trade practice. Such a practice causes substantial injury to consumers because it requires them to effectively pay a fee for basic utility services—a fee they would not have to pay were they dealing with directly with a publicly-regulated utility. Consumers also could not reasonably avoid such a trade practice, as Defendant failed to disclose many of these Service Fees, discussed more in Section E, *infra*. Finally, Defendant's practice lacks any discernible countervailing benefits to consumers or competition.

36. Plaintiff and similarly situated tenants at the Properties have been injured by paying the illegal Service Fees.

E. Defendant Failed to Disclose the Metergy Service Charge and Metering Fee in Violation of District Law.

37. District law requires housing providers to disclose a unit's "rent" at the time they submit their rental applications. D.C. Code § 42-3502.22(b)(1), (A) ("At the time a prospective tenant files an application to lease any rental unit, the housing provider shall provide on a disclosure form . . . [t]he applicable rent for the rental unit.").

38. District law defines "rent" broadly to include "the entire amount of money . . . charged by a housing provider as a condition of occupancy or use of a rental unit, its related services, and its related facilities." D.C. Code § 42-3501.03(28). "Related services" is in turn

defined to mean “services provided by a housing provider . . . to a tenant in connection with the use and occupancy of a rental unit, including . . . the provision of light, heat, hot and cold water, air conditioning” D.C. Code § 42-3501.03(27).

39. Under the CPPA, it also violates District law to “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.” D.C. Code § 28-3904(h).

40. Defendant violates District law by using a drip and partitioned pricing scheme (“drip-pricing”) in which it advertises monthly rent amounts while failing to disclose mandatory monthly fees to prospective tenants at the time they file their rental applications.

41. The Metergy Service Charge and Metering Fee fall within the statutory definition of “rent” because they are a condition of occupancy, given that Defendant retains the right to evict Plaintiff for nonpayment of such fees under the Lease.

42. The Metergy Service Charge and Metering Fee also fall within the statutory definition of “rent” because they are charges related to use of the rental unit, as Plaintiff is required to pay the fees in order to receive and pay for water services.

43. Defendant failed to disclose the Metergy Service Charge and Metering Fee at the time Plaintiff submitted his rental application, nor was it disclosed in Plaintiff’s Lease.

44. Plaintiff did not learn about the Metergy Service Charge and Metering Fee until he received his first bill from Metergy.

45. Defendant’s failure to disclose the Metergy Service Charge and Metering Fee harmed Plaintiff by depriving him of his statutory right to truthful information under the CPPA.

46. In addition, Defendant’s drip-pricing scheme that failed to disclose the Metergy Service Charge and Metering Fee is an unfair trade practice because it unfairly withholds

material price information from tenants, depriving them of their ability to comparison shop for rental housing. Such a practice causes substantial injury to consumers who face surprise, mandatory, and monthly fees that were never disclosed to them at the time they were deciding to rent an apartment. Notably, the CPPA’s prohibition on unfair trade practices was passed specifically to “protect consumer independence by stopping business practices that impede a consumer’s ability to make informed choices.”³ Consumers could not reasonably avoid such a trade practice due to Defendant’s non-disclosure. Defendant’s failure to disclose the true price of renting its apartments also lacks any discernible countervailing benefits to consumers or competition.

CLASS ALLEGATIONS

47. Plaintiff brings this lawsuit as a class action pursuant to D.C. Superior Court Rule of Civil Procedure 23.

48. Plaintiff seeks certification of the following Classes:

Application Fee Class. All prospective tenants of the Properties who paid fees in excess of the statutory cap on application fees prior to approval of their rental applications after November 28, 2023 through the pendency of this action.

Common Area Electricity Fee Class. All current and former tenants of the Properties paid Common Area Electricity Fees within three years prior to the filing of this action.

Trash Fee Class. All current and former tenants of the Properties paid Trash Fees within three years prior to the filing of this action.

Service Fee Class. All current and former tenants of the Properties who paid a Conservice Service Fee, Metergy Service Charge, or Metergy Metering Fee within three years preceding the filing of this action.

³ D.C. Council Committee Report on Bill 22-185 at 4 (Mar. 20, 2018), <https://chairmanmendelson.com/wp-content/uploads/2018/03/B22-185-Consumer-Protection-Clarification-and-Enhancement-Amendment-Act-Packet.pdf>.

Drip-Pricing Class. All current and former tenants of the Properties who paid Metergy Service Charges or Metergy Metering Fees that were not disclosed to them at the time they submitted their rental applications at within three years preceding the filing of this action.

49. **Numerosity.** Plaintiff is informed and believes that there are hundreds of members of each Class and that size makes joinder of all members impracticable. The Properties have hundreds of tenants and the exact number of members for each Class can be determined from information in the possession and control of Defendant.

50. **Commonality.** Defendant's violations of the CPPA are predicated on common conduct applicable to all class members. For example, Defendant maintained consistent policies relating to the challenged application fee policies, Common Area Electricity Fee, Trash Fee, and Service Fees that apply to all tenants. Defendant used form rental applications, leases, and monthly billing forms that were substantially similar for all tenants. The use of form documents and policies present common proof that can answer common questions of law and fact applicable to the entire class, including:

- Whether Defendant's fees collected at the time of rental application are illegal;
- Whether Defendant's Common Area Electricity and Trash Fees are illegal;
- Whether Defendant's Service Fees are illegal;
- Whether Defendant failed to disclose Metergy Service Charges and Metering Fees to prospective tenants at the time they filed their rental applications.

51. **Typicality.** Plaintiff's claims are typical, if not identical, to the claims that could be asserted by all members of the Classes. Plaintiff's claims arise from Defendant's practices that apply to all class members.

52. **Adequacy.** Plaintiff is a member of each Class and will adequately represent the interests of those class members because there are no conflicts between Plaintiff and those class

members, and because Plaintiff's counsel has the experience and skill to zealously advocate for the interest of class members.

53. **Predominance.** Common issues predominate over individualized inquiries because Defendant's liability can be established as to all members of the Classes.

54. **Superiority.** Proceeding as a class action is superior to any alternatives, including for the reasons that it will provide a realistic means for members of the Classes to recover damages; it would be substantially less burdensome on the court and parties than hundreds of individual proceedings; and because issues common to all class members can be efficiently managed in a single proceeding.

CAUSE OF ACTION

COUNT I: VIOLATION OF THE D.C. CONSUMER PROTECTION PROCEDURES ACT

55. Plaintiff incorporates the foregoing allegations into this Count.

56. Defendant is a "merchant" under the CPPA because it "lease[s] . . . either directly or indirectly, consumer goods or services." D.C. Code § 28-3901(3).

57. Rental housing and related utilities fall within the definition of "goods or services," which are defined to include "any and all parts of the economic output of society . . . and includes . . . real estate transactions, and consumer services of all types." D.C. Code § 28-3901(7); *see also* D.C. Code 28-3905(k)(6) (private right of action established by CPPA "shall apply to trade practices arising from landlord-tenant relations").

58. Plaintiff is a consumer because he "lease[d] . . . consumer goods or services" by signing a Lease with Defendant. D.C. Code § 28-3901(2)(A).

59. Defendant's charging of illegal fees and failure to disclose certain fees are "trade practices" as defined by the CPPA because they are "acts which . . . directly or indirectly . . . effectuate, a sale, lease, or transfer, of consumer goods or services." D.C. Code § 28-3901(6).

60. The CPPA provides a private right of action authorizing Plaintiff to "seek[] relief from the use of a trade practice in violation of a law of the District." D.C. Code § 28-3905(k)(1)(A).

61. Defendant violated the CPPA as to Plaintiff and the Classes in numerous ways, including, but not limited to, the following. As used in this paragraph, the term "Section" refers to sections of the CPPA.

- a. **Application Fee Claim.** Defendant's charging of illegal application fees in excess of the statutory maximum in violation of D.C. Code § 42-3505.10(b) is: (i) a "trade practice in violation of a law of the District" actionable under Section 3905(k)(1)(A); (ii) a deceptive and/or unfair trade practice prohibited by Section 3904; (iii) a transaction "prohibited by law" in violation of Section 3904(e-1); (iv) an unconscionable lease term prohibited by Section 3904(r); (v) a failure to state a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f); and (vi) a use of ambiguity as to a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f-1).
- b. **Common Area Electricity Fee Claim.** Defendant's charging of illegal Common Area Electricity Fees in violation of the Housing Code is: (i) a "trade practice in violation of a law of the District" actionable under Section 3905(k)(1)(A); (ii) a deceptive and/or unfair trade practice prohibited by Section 3904; (iii) a transaction "prohibited by law" in violation of Section 3904(e-1); and (iv) an unconscionable lease term prohibited by Section 3904(r); (v) a failure to state a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f); and (vi) a use of ambiguity as to a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f-1).
- c. **Trash Fee Claim.** Defendant's charging of illegal Trash Fees in violation of the Housing Code is: (i) a "trade practice in violation of a law of the District" actionable under Section 3905(k)(1)(A); (ii) a deceptive and/or unfair trade practice prohibited by Section 3904; (iii) a transaction "prohibited by law" in violation of Section 3904(e-1); and (iv) an unconscionable lease term prohibited by Section 3904(r); (v) a failure to state a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f); and

(vi) a use of ambiguity as to a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f-1).

- d. **Service Fee Claim.** Defendant's charging of illegal Conservice Service Fees, Metergy Service Charges, and Metergy Metering Fees in violation of D.C. Code § 42-3505.10(b-2)(1) is: (i) a "trade practice in violation of a law of the District" actionable under Section 3905(k)(1)(A); (ii) a deceptive and/or unfair trade practice prohibited by Section 3904; (iii) a transaction "prohibited by law" in violation of Section 3904(e-1); and (iv) an unconscionable lease term prohibited by Section 3904(r); (v) a failure to state a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f); and (vi) a use of ambiguity as to a material fact (i.e., the illegality of the fee) that tends to mislead prohibited by Section 3904(f-1).
- e. **Drip-Pricing Claim.** Defendant's failure to disclose the Metergy Service Charge and Metergy Metering Fee—which fall within the statutory definition of "rent"—at the time of a prospective tenant's application in violation of D.C. Code § 42-3502.22(b)(1) is: (i) a "trade practice in violation of a law of the District" actionable under Section 3905(k)(1)(A); (ii) a deceptive and/or unfair trade practice prohibited by Section 3904; (iii) a misrepresentation as to a material fact (i.e., the undisclosed fees) that tend to mislead prohibited by Section 3904(e); (iv) a failure to state a material fact (i.e., the undisclosed fees) that tends to mislead prohibited by Section 3904(f); and (v) a use of ambiguity as to a material fact (i.e., the undisclosed fees) that tends to mislead prohibited by Section 3904(f-1). In addition, independent of D.C. Code § 42-3502.22(b)(1), Defendant's failure to disclose a unit's Metergy Service Charges and Metergy Metering Fees are (vi) a violation of Section 3904(h)'s prohibition on advertising goods "without the intent to sell them as advertised as offered" prohibited by Section 3904(h).

62. Plaintiff seeks all relief authorized by D.C. Code § 28-3905(k)(2) on behalf of himself and similarly situated class members, including:

- a. Treble damages, or \$1,500 per violation, whichever is greater;
- b. Punitive damages;
- c. Injunctive relief (such injunctive relief is sought by Plaintiff on behalf of himself and the general public pursuant to D.C. Code § 28-3905(k)(1)(B));
- d. Additional relief as may be necessary to restore to the consumer money or property acquired by the unlawful practice, such as disgorgement of ill-gotten gains;
- e. Reasonable attorney's fees; and
- f. Any other relief which the Court determines proper.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court enter a judgment in his favor and grant relief against Defendant as follows:

- a. Certifying the proposed Classes and designated undersigned counsel as Class Counsel;
- b. Awarding Plaintiff and the Classes treble damages, or statutory damages in the amount of \$1,500 per violation, whichever is greater as authorized by the CPPA;
- c. Award Plaintiff and the Classes punitive damages;
- d. Award Plaintiff and the Classes attorneys' fees and costs;
- e. Ordering Defendant to disgorge ill-gotten gains derived from the unlawful trade practices described above;
- f. Enjoining Defendant from continuing to engage in the unlawful trade practices described above;
- g. Extend the period of time in which Plaintiff must move for certification pursuant to Rule 23-I(b), given the complexity of this action, and enter a briefing schedule for class certification at the Initial Scheduling Conference for this action; and
- h. Award all other relief which the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues triable as of right.

Date: December 11, 2024

Respectfully submitted,

/s/ F. Peter Silva II

F. Peter Silva II [Bar No. 1010483]

Anna Haac [Bar No. 979449]

TYCKO & ZAVAREEI LLP

2000 Pennsylvania Ave. NW, Suite 1010

Washington, D.C. 20006

(202) 973-0900 (Tel.)

(202) 973-0950 (Fax)

psilva@tzlegal.com

ahaac@tzlegal.com

Randolph T. Chen [Bar No. 1032644]

Jason S. Rathod [Bar No. 1000882]

Nicholas A. Migliaccio [Bar No. 484366]

MIGLIACCIO & RATHOD LLP

412 H St., NE, Suite 302

Washington, D.C. 20002

(202) 470-3520 (Tel.)

(202) 800-2730 (Fax)

rchen@classlawdc.com

Counsel for Plaintiff

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH INFORMATION SHEET

Norman Propst, on behalf of himself and all others similarly situated,
Plaintiff(s)

vs

Brookfield Properties Multifamily, LLC
Defendant(s)

Case Number: _____

Date: 12/11/2024

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

Name: <i>(Please Print)</i> F. Peter Silva II		Relationship to Lawsuit ☒ Attorney for Plaintiff ☐ Self (Pro Se) ☐ Other: _____
Firm Name: Tycko & Zavareei LLP		
Telephone No.: (202) 973-0900	DC Bar No.: 1010483	

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

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: <i>(Check One Box Only)</i>		
CONTRACT ☐ Breach of Contract ☐ Breach of Warranty ☐ Condo/Homeowner Assn. Fees ☐ Contract Enforcement ☐ Negotiable Instrument	COLLECTION/INS. SUB ☐ Debt Collection ☐ Insurance Subrogation ☐ Motion/Application for Judgment by Confession ☐ Motion/Application Regarding Arbitration Award	EMPLOYMENT DISPUTE ☐ Breach of Contract ☐ Discrimination ☐ Wage Claim ☐ Whistle Blower ☐ Wrongful Termination
REAL PROPERTY ☐ Condo/Homeowner Assn. Foreclosure ☐ Declaratory Judgment ☐ Drug Related Nuisance Abatement	☐ Ejectment ☐ Eminent Domain ☐ Interpleader	☐ Other ☐ Quiet Title ☐ Specific Performance
ADMINISTRATIVE PROCEEDINGS ☐ Administrative Search Warrant ☐ App. for Entry of Jgt. Defaulted Compensation Benefits ☐ Enter Administrative Order as Judgment ☐ Libel of Information ☐ Master Meter ☐ Petition Other	☐ Release Mechanics Lien ☐ Request for Subpoena MALPRACTICE ☐ Medical – Other ☐ Wrongful Death ☐ APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT	☐ FRIENDLY SUIT ☐ HOUSING CODE REGULATIONS ☐ QUI TAM ☐ STRUCTURED SETTLEMENTS AGENCY APPEAL ☐ Dangerous Animal Determination ☐ DCPS Residency Appeal ☐ Merit Personnel Act (OEA) ☐ Merit Personnel Act (OHR) ☐ Other Agency Appeal

Information Sheet, Continued

CIVIL ASSET FORFEITURE

- ☐ Currency
- ☐ Other
- ☐ Real Property
- ☐ Vehicle

NAME CHANGE/VITAL RECORD AMENDMENT

- ☐ Birth Certificate Amendment
- ☐ Death Certificate Amendment
- ☐ Gender Amendment
- ☐ Name Change

TORT

- ☐ Abuse of Process
- ☐ Assault/Battery
- ☐ Conversion
- ☐ False Arrest/Malicious Prosecution
- ☐ Libel/Slander/Defamation
- ☐ Personal Injury
- ☐ Toxic Mass
- ☐ Wrongful Death (Non-Medical Malpractice)

GENERAL CIVIL

- ☐ Accounting
- ☐ Deceit (Misrepresentation)
- ☐ Fraud
- ☐ Invasion of Privacy
- ☐ Lead Paint
- ☐ Legal Malpractice
- ☐ Motion/Application Regarding Arbitration Award
- ☐ Other - General Civil

- ☐ Product Liability
- ☐ Request for Liquidation
- ☐ Writ of Replevin
- ☐ Wrongful Eviction

CIVIL I/COMPLEX CIVIL

- ☐ Asbestos

MORTGAGE FORECLOSURE

- ☐ Non-Residential
- ☐ Residential

STATUTORY CLAIM

- ☐ Anti – SLAPP
- ☒ Consumer Protection Act
- ☐ Exploitation of Vulnerable Adult
- ☐ Freedom of Information Act (FOIA)
- ☐ Other

TAX SALE FORECLOSURE

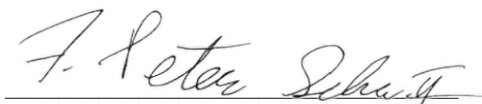
- ☐ Tax Sale Annual
- ☐ Tax Sale Bid Off

VEHICLE

- ☐ Personal Injury
- ☐ Property Damage

☐ TRAFFIC ADJUDICATION APPEAL

☐ REQUEST FOR FOREIGN JUDGMENT



Filer/Attorney's Signature

12/11/2024

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

Norman Propst, on behalf of himself and all others similarly situated,

Plaintiff

vs.

Case Number _____

Brookfield Properties Multifamily, 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.

F. Peter Silva II

Name of Plaintiff's Attorney

2000 Pennsylvania Avenue NW, Suite 1010

Address

Washington, DC 20006

(202) 973-0900

Telephone

Clerk of the Court

By _____

Deputy Clerk

Date _____

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) 879-4828로 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

Norman Propst, on behalf of himself and all others similarly situated,

Demandante

contra

Número de Caso: _____

Brookfield Properties Multifamily, LLC

Demandado

CITATORIO

Al susodicho Demandado:

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

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

F. Peter Silva II

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

2000 Pennsylvania Avenue NW, Suite 1010

Por: _____

Dirección

Washington, DC 20006

Subsecretario

(202) 973-0900

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

반려율을 문의하면 (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 pedirayuda al respecto.

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