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Superior Court
of the District of Columbia

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

SAMUEL MATHER, on behalf of himself and all others similarly situated, C/O Halperin Petersen & Mikkilineni LLP 1025 Connecticut Avenue NW, Suite 717 Washington, DC 20036 *Plaintiff*, v. **VIVMARK RESIDENTIAL**, a Real Estate Investment Trust, successor by merger of **EQUITY RESIDENTIAL,** a Real Estate Investment Trust Two North Riverside Plaza, Suite 400 Chicago, IL 60606 **ERP OPERATING LIMITED PARTNERSHIP,** Two North Riverside Plaza, Suite 400 Chicago, IL 60606 **VIVMARK RESIDENTIAL MANAGEMENT LLC** fka **EQUITY RESIDENTIAL MANAGEMENT LLC,** Two North Riverside Plaza, Suite 400 Chicago, IL 60606 **SMITH PROPERTY HOLDINGS THREE D.C. L.P.** Two North Riverside Plaza, Suite 400 Chicago, IL 60606 *Serve on: CT Corporation System* 1015 15th Street NW, Suite 1000 Washington, DC 20005, *Defendants*.	Case No. [2026-CAB-007772] Judge **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff Samuel Mather, on behalf of himself and all those similarly situated, by his attorneys, brings this class action against Defendants Vivmark Residential, ERP Operating

Limited Partnership, Vivmark Residential Management LLC, and Smith Property Holdings Three D.C. L.P. (collectively, "Vivmark") for violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code Section 28-3901 *et seq*.

INTRODUCTION

1. Vivmark, the country's largest multifamily housing owner and manager, has charged tenants in the District of Columbia ("the District") fees for services that, as the landlord, it is required by law to provide in exchange for rent: having locks on tenants' doors, removing trash, providing hot water from the building's boiler, and sending monthly utility bills.

2. The majority of households in the District are occupied by renters.[1] These households face one of the most expensive rental housing markets in the country, and a deep and persistent housing shortage. Compounding this pressure, some landlords in the District layer "junk fees"[2] on top of rent, essentially charging tenants twice for basic housing services.

3. The District requires landlords to provide habitable housing in exchange for rent and, since 2023, has barred them from charging separate fees for services that the implied warranty of habitability and the District's Housing Code already require them to include in rent. In 2026, the D.C. Council confirmed that this prohibition was always intended to cover fees for locks, trash, certain utilities, and third-party billing administration. District consumer protection law, in turn, forbids landlords from telling tenants they owe charges the law prohibits.

4. But Vivmark has done exactly what District law forbids. It charged additional fees for services that, as the landlord, it is required to provide in exchange for rent.

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[1] United States Census Bureau, American Community Survey, 2024 data, https://data.census.gov/table?q=B25003:+Tenure&g=040XX00US11$1600000&y=2024 (last visited October 28, 2026).

[2] Junk fees are commonly defined as "add-on charges that provide little to no value in exchange" for the price. Luke Herrine, *Unfairness, Reconstructed*, 42 Yale J. on Reg. 95, 122 (2025).

5. Vivmark is a recently formed multifamily real estate company resulting from the August 2026 merger of two multifamily housing behemoths, Equity Residential ("Equity") and AvalonBay Communities ("AvalonBay"). Through its numerous subsidiaries and affiliates, Vivmark now owns and manages more than 180,000 rental units, including over 5,300 in the District.

6. This action seeks to hold Vivmark accountable for charging tenants multiple mandatory monthly fees that violate District law:

- **Illegal Lock Fees.** At several District properties, Vivmark charges tenants a monthly fee for a "tech package" that purports to include a lock that provides keyless entry to tenants' apartments, access to a rent payment portal that tenants are required to use, and unit temperature control via a mobile application or physical thermostat.
- **Illegal Trash Fees.** Until recently, at several District properties, Vivmark required tenants to pay a monthly service fee to Vivmark for trash collection.
- **Illegal Central Boiler Fees**. Until recently, at several District properties, Vivmark required tenants to pay a monthly service fee to Vivmark for access to hot water provided by the building's central boiler.
- **Illegal Billing Fees.** Until recently, at several District properties, Vivmark required tenants to pay a monthly service fee to Vivmark to receive their bills from a third-party utility billing company.

7. By charging tenants mandatory monthly fees to unlock their doors, to have their trash collected, to have hot water to bathe and clean their dishes, and to be able to pay their utility bills, Defendants violated District law. These fees are unlawful, unfair, and deceptive under the CPPA and have added millions of dollars to District tenants' housing costs, all while increasing profit for Defendants. Plaintiff Samuel Mather brings this action under the CPPA to recover damages for these illegal practices for himself and all other similarly situated tenants at Defendants' properties.

PARTIES

8. Plaintiff Samuel Mather is a District resident and a former tenant at 2501 Porter Street NW, Washington, DC 20008 ("2501 Porter"), a multifamily residential building owned and managed by Defendants. Mr. Mather resided at 2501 Porter from January 2021 to January 2026.

9. Defendant Vivmark Residential is a Maryland real estate investment trust ("REIT") with dual headquarters in Chicago, Illinois and Arlington, Virginia. It is the successor by merger of two REITs, AvalonBay and Equity. Vivmark Residential is the general partner of Defendant ERP Operating Limited Partnership ("ERPOP") and on information and belief has a majority ownership interest in ERPOP. As sole general partner, Vivmark Residential exercises exclusive control over ERPOP's operations and management, and operates Vivmark Residential and ERPOP as a single business.

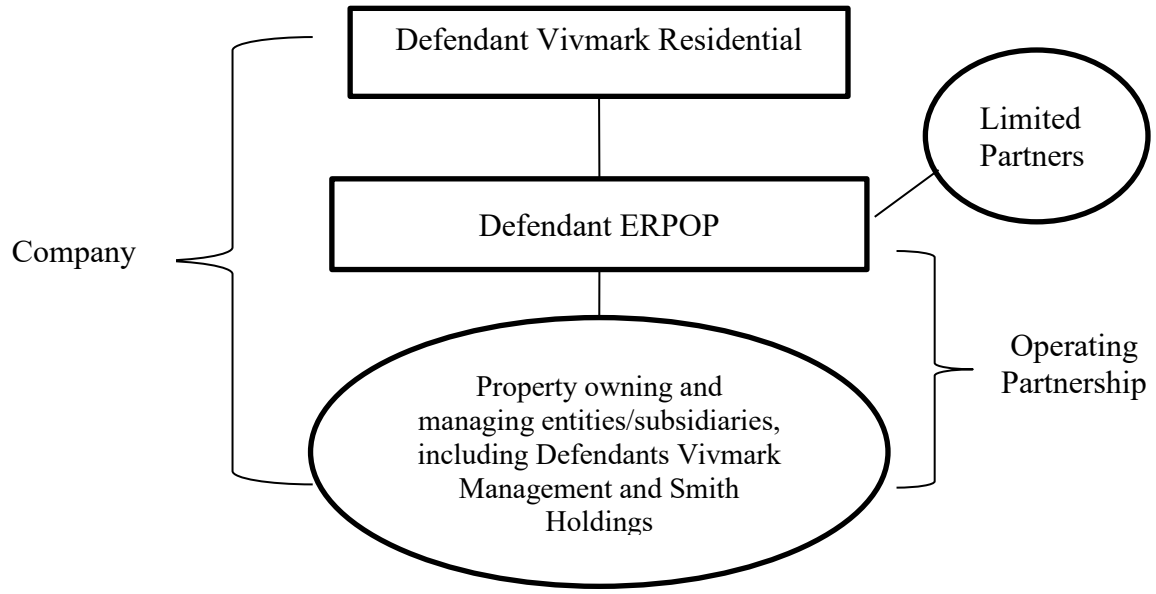
10. Defendant ERPOP is an Illinois corporation with dual headquarters in Chicago, Illinois and Arlington, Virginia. Through its numerous subsidiaries, ERPOP holds and operates substantially all of Vivmark Residential's real estate assets.

11. Defendant Vivmark Residential Management LLC ("Vivmark Management") is a Delaware limited liability company and a subsidiary of ERPOP, formerly known as Equity Residential Management LLC ("Equity Management"). Vivmark Management engages in the business of managing residential rental properties throughout the United States, including in the District. Vivmark Management conducts the day-to-day management of Vivmark properties in the District and is a signatory on tenants' leases at each property, including Mr. Mather's lease at 2501 Porter.

12. Together, Defendants Vivmark Residential, ERPOP, and Vivmark Management own, manage, and operate over 180,000 apartments nationwide, making them the country's largest apartment owner and manager; this includes over 5,300 apartments in the District.

13. Defendant Smith Property Holdings Three D.C. L.P. ("Smith Holdings") is a Delaware limited partnership and a subsidiary of ERPOP, with a principal place of business in the District at 2501 Porter Street NW, Washington, DC 20008. Smith Holdings engages in providing real estate services and owns 2501 Porter.

14. The following diagram illustrates the company's structure and Defendants' relationship with each other:



15. Defendants transact business and engage in trade or commerce in the District by owning, operating, managing, and maintaining residential rental properties in the District.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this action under D.C. Code Sections 11-921, 13-423(a)(1), and 28-3905(m).

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

DISTRICT HOUSING AND CONSUMER PROTECTION LAW

The Rental Housing Act

18. The District's Rental Housing Act ("RHA") exists to respond to the "severe shortage of rental housing available to citizens of the District of Columbia" and is meant to "prevent the erosion of moderately priced rental housing while providing housing providers and developers with a reasonable rate of return on their investments." D.C. Code §§ 42-3501.01(1), 42-3501.02(5).

19. To further these objectives, since 2023 the RHA has prohibited landlords from charging fees to prospective tenants "before move-in, during a tenancy, or after move-out for services required of the housing provider to maintain a housing accommodation or rental unit in a condition consistent with the implied warranty of habitability and with Titles 12 and 14 of the District of Columbia Municipal Regulations [the Housing Code]." *Id.* § 42-3505.10(b-2)(1) (2023); Fairness In Renting Clarification Amendment Act of 2023, D.C. Law 25-65, § 2, 70 D.C. Reg. 015600 (2023).

20. The Housing Code in turn makes clear that the building services an owner controls are the owner's responsibility to provide. Where utilities "such as water, electricity, gas or other fuels, or sewer or refuse service" are "the responsibility of or are under the control of the owner," the owner "shall provide and maintain" them and "shall [] furnish[]" them "in the quantities needed for normal occupancy." 14 D.C.M.R. §§ 600.1, 600.3.

21. The Housing Code lays out further requirements for landlords to provide locks, temperature control of the unit, trash services, and hot water.

22. Under the Housing Code, landlords "shall provide to each tenant . . . an adequate lock and key for each door used or capable of being used as an entrance to or egress from the habitation, and shall keep each lock in good repair." *Id.* § 607.2.

23. The Housing Code requires landlords to provide heating facilities to tenants "capable of maintaining a minimum temperature of seventy degrees Fahrenheit (70°F.) in buildings or parts of buildings used for habitation" and must permit temperature control that does not exceed a specified maximum. *Id.* §§ 501.1–501.3.

24. The Housing Code further requires that landlords provide trash collection containers and for the removal of trash. *See* 12 D.C.M.R. § 308.2.1G ("The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish."); 14 D.C.M.R. § 803.2 ("In multiple dwellings . . . the owner or licensee shall cause sufficient daily collections, at an hour to be specified by the owner or licensee, to be made as may be necessary to keep the common space of the premises free from any accumulation of ashes, garbage, or refuse.").

25. The Housing Code requires landlords to provide tenants with hot water from a central boiler. *Id.* § 606.2 ("Where the hot water heating facility is not under the control of the occupant of any habitation, the owner or licensee of that residential building shall provide and maintain a continuous supply of running hot water to meet normal needs.").

26. In 2026, the D.C. Council reaffirmed the principle that the landlord may not charge additional fees for services within the landlord's responsibility or control.

27. The Council confirmed that the RHA's original fee prohibition applies to "any fee charged to tenants for services or facilities related to utilities, trash, locks, administrative fees for

third-party billing, or other services or facilities required to be provided." D.C. Code § 42-3505.10(b-2)(1)(A).

28. As the Committee on Housing Report for the Act states, "the Committee added language to further clarify the limits of what housing providers can charge tenants via extra fees. *Existing law* states that housing providers cannot charge tenants for services that they are required to provide under the implied warranty of habitability.[] Essentially, if a housing provider must supply something — lockable doors, for example — they cannot charge tenants an additional fee for those services." [3] (Emphasis added.)

29. The Committee further noted that, notwithstanding the fact that this prohibition had been in place since 2023, District residents continued to report several examples of fees that violate the prohibition, which included "monthly key fob fee[s]" and fees for "trash removal." Thus, "[f]or the sake of clarity, and to ensure that all superfluous fees are captured as intended, the Committee inserted examples into the existing code[.]"

30. The Council's Committee Report underlined the fundamental principle of the RHA's fee restrictions: "a tenant should not incur *additional* charges for how the housing provider chooses to operate their building — that's what monthly rent is for." (Emphasis in original).

The Consumer Protection Procedures Act

31. The CPPA is a statute intended to ensure consumers a remedy for improper trade practices. It establishes an enforceable right to truthful information from merchants about

[3] Memorandum, Report on B26-126, the "Fair Housing Practices Amendment Act of 2025," before the Committee on Housing, Council of the District of Columbia, at 5 (Mar. 30, 2026), https://lims.dccouncil.gov/downloads/LIMS/57147/Committee_Report/B26-0126-Committee_Report2.pdf?Id=236022.

consumer goods, leases, and services, and must be construed and applied liberally to effectively achieve that purpose. D.C. Code § 28-3901. The statute covers trade practices arising out of landlord-tenant relations. *Id.* § 28-3905(m)(5).

32. Consumers damaged by unlawful trade practices may sue to enforce their rights under the CPPA and recover treble damages or $3,000.00 per violation, whichever is greater; punitive damages; attorneys' fees; and other appropriate relief. *Id.* § 28-3905(m)(1)(2).[4] Individual consumers may also bring claims on behalf of the general public. *Id.* § 28-3905(m)(1)(B).

33. A trade practice that violates any statute, regulation, rule of common law, or other District law is unlawful under the CPPA. *Id.* § 28-3905(m)(1)(A).

34. "Unfair" trade practices also violate the CPPA. *Id.* §§ 28-3904; 28-3901(d). In determining whether a practice is "unfair," the statute directs courts to give "due consideration and weight" to "the interpretation by the Federal Trade Commission . . . and the federal courts of the term . . . as employed in section 5(a) of [the Federal Trade Commission Act]." *Id.* § 28-3901(d)(1).

35. The CPPA also enumerates several unfair and deceptive trade practices, making it illegal to, among other things:

- Represent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law, *id*. § 28-3904(a)(6);
- Fail to state a material fact if such failure tends to mislead, *id.* § 28-3904(a)(7); and
- Use innuendo or ambiguity as to a material fact, which has a tendency to mislead, *id.* § 28-3904(a)(8).

[4] For violations occurring prior to September 26, 2026, the minimum statutory penalty is $1,500. D.C. Code § 28-3905(k)(2)(A)(i) (2025), *amended by* D.C. Law 26-187.

36. The statute defines a "consumer" as a "person who, other than for purposes of resale, does or would purchase, lease (as lessee), or receive consumer goods or services . . . or does or would otherwise provide the economic demand for a trade practice," *id.* § 28-3901(a)(2)(A), and consumer "goods and services" as "any and all parts of the economic output of society, at any stage or related or necessary point in the economic process, and includes consumer credit, franchises, business opportunities, charitable donations, real estate transactions, and consumer services of all types," *id.* § 28–3901(a)(7).

37. A "merchant" is a "person, whether organized or operating for profit or for a nonprofit purpose, who in the ordinary course of business does or would sell, lease, supply, or transfer, either directly or indirectly and with or without cost to the consumer, consumer goods or services, or a person who in the ordinary course of business does or would supply the goods or services that are or would be the subject matter of a trade practice." *Id.* § 28–3901(a)(3).

FACTUAL ALLEGATIONS

Vivmark's Business in the District and Plaintiff's Tenancy

38. This lawsuit challenges Defendants' common practices affecting numerous tenants at the following apartment buildings in the District, which Defendants together own, operate, or manage ("the Properties"):

- 100 K Apartments, located at 100 K St. NE, Washington, DC 20002 ("100 K");
- 1210 Mass Apartments, located at 1210 Massachusetts Ave. NW, Washington, DC 20005 ("1210 Mass");
- 2400 M Apartments, located at 2400 M St. NW, Washington, DC 20037 ("2400 M");
- 2501 Porter, located at 2501 Porter St. NW, Washington, DC 20008;
- 425 Mass Apartments, located at 425 Massachusetts Ave. NW, Washington, DC 20001 ("425 Mass");

- 455 Eye Street Apartments, located at 455 I St. NW, Washington, DC 20001 ("425 Eye");
- Park Connecticut Apartments, located at 4411 Connecticut Ave. NW, Washington, DC 20008 ("Park Connecticut"); and
- Reverb Apartments, located at 2131 9th St. NW, Washington, DC 20001 ("Reverb").

39. Upon information and belief, and based on industry practice, Defendants Vivmark Residential and ERPOP partner with investors and various trusts or investment funds to establish subsidiary limited liability companies or limited partners (the "Property Owners," including Defendant Smith Holdings and others) to acquire residential real estate, while Defendant Vivmark Management manages the day-to-day operations of each property.

40. Through this arrangement, each Property Owner is nominally responsible for each property, while Vivmark Management employs the individuals who actually manage the property, enters into lease agreements with tenants on behalf of each Property Owner, communicates with prospective and current tenants, invoices and collects all rent and fees from each tenant, and otherwise performs the functions of a landlord with respect to each property. Vivmark Management is thus the sole manager for properties that the Property Owners nominally acquire.

41. As part of industry practice, a property manager will generally enter a master services agreement with each property owner under which the manager agrees to conduct all of the day-to-day operations at the property in return for a share of the revenues from both rent and any additional fees assessed at the property. Managers are thus equally as incentivized as property owners to increase the fees and rent assessed at a given property.

42. Under these agreements, the manager is given significant autonomy to determine the types and amounts of rent and other fees to assess at the property, which typically occurs

through a yearly budget approval process under which the manager (such as Vivmark Management) prepares a budget with proposed rent and fee amounts and the owner (such as Smith Holdings) approves the rent and fees and the overall budget for the year. Property Owners also provide similar approvals for the rental agreements themselves, including the language used in each agreement, which the property manager (in this case, Vivmark Management) drafts and publishes to prospective and current tenants. In effect, any property operated by Defendant Vivmark Management uses substantially the same form lease because Vivmark Management is making the decisions as to what language to use and the addenda to include, and its employees are the ones executing and enforcing the agreements with each tenant.

43. Upon information and belief, Defendants Vivmark Management and the Property Owners (including Defendant Smith Holdings) have executed agreements and entered informal arrangements in line with the above industry practice. Vivmark Management is the entity that effectively determines, publishes, and collects the fees and lease terms issued in the name of the Property Owners. The Property Owners give their explicit and tacit approval of those fees.

44. Mr. Mather leased an apartment at 2501 Porter from January 2021 until January 2026. Equity Management, now known as Defendant Vivmark Management, is a signatory on Mr. Mather's lease ("Lease"), acting as the agent for Defendant Smith Holdings.

Vivmark's Illegal Monthly Lock Fee

45. When Mr. Mather first moved into 2501 Porter in 2021, Defendants provided him with a physical key to access his residential unit and a physical fob to access the building and its common areas. Mr. Mather's unit came equipped with a thermostat, and Defendants gave him access to an online portal for the building and directed him to use the portal to pay rent and submit service requests. Mr. Mather's access to the thermostat, to the online portal, to the

building, and to his own apartment were included in his rent—Defendants did not charge him for the key, the key fob, the thermostat, or the portal.

46. In or about December 2022, Defendants informed Mr. Mather that they would be installing a digital lock, replacement deadbolt, and new thermostat in his unit. That installation was completed the same month, after which Defendants sent Mr. Mather a unique numerical access code to open and lock the door to his unit using the new digital lock and a link to an app that purported to enable him to change his access code. Around the same time, Defendants installed a new fob system to access the building.

47. From then on, Mr. Mather used the new numerical access code to open and lock the door to his unit and a new physical fob to access the building and its common areas.

48. In Mr. Mather's experience, the new physical fob had the same or similar features as the prior system.

49. Mr. Mather continued to control the new thermostat manually from within his unit. In his experience, its features were similar to the thermostat that his unit came with when he first moved into 2501 Porter.

50. Mr. Mather continued to use the online portal to pay rent and fees and submit service requests as before. Mr. Mather experienced no changes to the online portal.

51. Mr. Mather was aware of a mobile app Defendants provided in connection with the new thermostat and lock, but he rarely, if ever, used it.

52. Access to the building and to individual units in the building is Defendants' responsibility and under their exclusive control. No tenant, including Mr. Mather, has control over their lock or thermostat installation, and only Defendants made the choice to install a new lock and thermostat in their units. Defendants' online portal is the exclusive method by which

Defendants instruct tenants to pay rent and submit service requests. No tenant, including Mr. Mather, has control over the methods of paying rent and submitting service requests that Defendants offer.

53. From the installation of the new lock and thermostat in Mr. Mather's unit until about February 2025, Mr. Mather's access to the building, to his own apartment, to his thermostat, and to the portal were included in his rent—Defendants still did not charge him for the key fob, the key, the thermostat, or the portal.

54. In presentations to investors, Vivmark or its predecessor, Equity, touted its increasing use of "smart home" and "smart building" capabilities at its properties as an investment that would provide a stable, long-term increase to its net operating income. From 2021 to 2025, the company targeted installation of new locks and thermostats, telling investors that these "smart home" capabilities would be added to 95 percent of its properties by mid-2024.

55. On information and belief, once Vivmark had installed these locks and thermostats in the majority of its properties, it monetized them by charging tenants for the digital equivalent of the basic duties of landlords to provide keys, thermostats, and other necessities to tenants.

56. Vivmark now charges a mandatory $20 to $25 per month fee for a "Monthly Technology Package" ("Lock Fee") at 100 K, 1210 Mass, 2400 M, 2501 Porter, 425 Mass, 455 Eye, Park Connecticut, and Reverb. The Lock Fee is included in the standard lease at these properties along with tenants' total monthly rent and is separately enumerated on the lease as a monthly recurring charge that must be paid to Vivmark.

57. From at least February 2025 until his departure from 2501 Porter in January 2026, Defendants charged Mr. Mather the Lock Fee at a rate of $25 per month.

58. Mr. Mather's February 2025 renewal lease from Defendants listed the Lock Fee as a required monthly recurring charge and contained a "Smart Home Addendum" that informed him that the "[p]remises have been or will be equipped with Smart Home technology which includes a keyless entry system." The addendum also stated that any failure to comply with the "policies, procedures and instructions" related to the "smart home" technology would constitute a default under the terms of Mr. Mather's lease. Upon information and belief, tenants must pay the Lock Fee whether or not they use the keyless entry system.

59. Vivmark generally represents that the Lock Fee pays for "technology features" including "full-building access for you and your guests," an online portal where tenants can "pay rent, submit service requests, connect with neighbors, find important information about your community and more!," and an app that allows tenants to "manage access" to the building and to control the temperature in their units.

60. In reality, these features are services that Defendants are required to provide their tenants as part of renting a safe and habitable home—a lock, a thermostat, and the ability to pay rent.

Vivmark's Unlawful Central Boiler, Trash, and Billing Fees

61. At Vivmark properties in the District, Vivmark has charged tenants for certain utilities and services, including water heating through a central boiler, trash, and utility billing.

62. Tenants were required to pay these charges to Vivmark as a condition of occupancy or use of the rental unit or its related services or facilities.

63. Each of these services are the responsibility of or are under the control of Vivmark as the owner and manager of the property.

64. In each of its properties, Vivmark operates and maintains a building-wide boiler that heats the water in every unit.

65. Vivmark is responsible for the central boiler and it is under Vivmark's exclusive control. No tenant, including Mr. Mather, controls the boiler or has the ability to increase or decrease the provision of hot water to their unit. The central boiler is not sub-metered for individual units in the building.

66. Until about September 2026, Vivmark charged tenants at 100 K, 2501 Porter, 425 Mass, and 455 Eye a variable monthly fee for the central boiler ("Central Boiler Fee"). Vivmark represented to tenants that the fee was allocated based on the square footage of the building, the square footage of the tenants' units, and the number of occupants in the building.

67. From November 2023 until he left 2501 Porter, Defendants charged Mr. Mather over $400 in Central Boiler Fees, on average $15 per month.

68. Vivmark is responsible for trash collection and the timing and method of trash collection is under Vivmark's exclusive control. At 2501 Porter, for example, Defendants supplied a trash chute on every floor of the building, recycling bins on the first floor of the building, and a bulk trash service at the building's loading dock for Mr. Mather and other tenants to use. Defendants managed the collection and removal schedule for each type of waste. No tenant, including Mr. Mather, controlled any aspect of the waste collection or removal.

69. Until about September 2026, Vivmark charged tenants at 100 K, 2400 M, 2501 Porter, 425 Mass, 455 Eye, Park Connecticut, and Reverb a variable monthly fee for trash removal ("Trash Fee"). Vivmark represented to tenants that the fee was allocated based on the number of occupants in the building.

70. From November 2023 until he left 2501 Porter, Defendants charged Mr. Mather approximately $1,400 in Trash Fees, on average $48 per month.

71. Vivmark employs a billing vendor that charges Vivmark fees in connection with their billing services. The choice to use a third-party billing vendor, and the choice of billing vendor, is Vivmark's responsibility and under Vivmark's exclusive control. No tenant, including Mr. Mather, controls the use of a third-party billing vendor. It is a cost determined entirely by how Vivmark chose to operate its buildings.

72. Until about September 2026, Vivmark passed these costs onto tenants by charging them directly for a "Billing Fee" at 100 K, 1201 Mass, 2400 M, 2501 Porter, 425 Mass, 455 Eye, Park Connecticut, and Reverb. The cost for the billing vendor was included as a monthly fee on tenants' resident ledgers, and Vivmark stated that tenants were required to "reimburse us for those amounts along with your payment to us for the utility charges."

73. From November 2023 until he left 2501 Porter, Defendants charged Mr. Mather about $185 in Billing Fees, on average about $6 per month.

CLASS ALLEGATIONS

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

75. Plaintiff seeks certification of the following Classes:

> **Lock Fee Class**. All current and former tenants of the Properties who were charged a Lock Fee by Defendants within three years prior to the filing of this action through the date of judgment in this action.
>
> **Trash Fee Class.** All current and former tenants of the Properties who were charged a Trash Fee by Defendants within three years preceding the filing of this action through the date of judgment in this action.
>
> **Central Boiler Fee Class.** All current and former tenants of the Properties who were charged a Central Boiler Fee by Defendants within three years preceding the filing of this action through the date of judgment in this action.

Billing Fee Class. All current and former tenants of the Properties who were charged a third-party Billing Fee by Defendants within three years preceding the filing of this action through the date of judgment in this action.

76. **Numerosity.** Plaintiff is informed and believes that there are thousands of members of each Class and that size makes joinder of all members impracticable. The Properties together have several thousand tenants at any one time, and each current or former tenant will be a member of at least one Class. The exact number of members of each Class can be determined by Defendants' records of charges they assessed to tenants at the Properties within the last three years.

77. **Commonality.** Defendants' violations are predicated on common conduct applicable to all members of the Classes. For example, Defendants maintained consistent policies relating to the challenged fees that apply to all tenants. Defendants used form leases and monthly billing systems that were substantially similar for all tenants. The use of form documents and policies presents common proof that can answer common questions of law and fact applicable to each of the Classes, including:

- Whether Defendants' Lock Fees are illegal under the RHA and the CPPA;
- Whether Defendants' Central Boiler Fees are illegal under the RHA and the CPPA;
- Whether Defendants' Trash Fees are illegal under the RHA and the CPPA; and
- Whether Defendants' Billing Fees are illegal under the RHA and the CPPA.

78. **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 Defendants' practices that apply to all members of the Classes.

79. **Adequacy.** Plaintiff is a member of each Class and will adequately represent the interests of class members. Plaintiff has retained counsel competent and experienced in

consumer protection and class action litigation; they intend to prosecute this action vigorously. Plaintiff will fairly and adequately protect the interests of the Classes and he has no interests that are adverse to the Classes.

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

81. **Superiority.** Proceeding as a class action is superior to any alternatives, including because 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 individual proceedings; and because common issues can be efficiently managed in a single proceeding.

CAUSE OF ACTION

COUNT I: VIOLATIONS OF THE DISTRICT OF COLUMBIA CONSUMER PROTECTION PROCEDURES ACT
(against all Defendants on behalf of Plaintiff Mather and all Classes)

82. Plaintiff incorporates the foregoing allegations into this Count.

83. Defendants are "merchant[s]" under the CPPA because they "lease . . . either directly or indirectly . . . consumer goods or services." D.C. Code § 28-3901(a)(3).

84. Rental housing and related services or utilities fall within the definition of "goods and 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[.]" *Id.* § 28-3901(a)(7); *see also id.* § 28-3905(m)(5) (private right of action established by CPPA "shall apply to trade practices arising from landlord-tenant relations").

85. Plaintiff is a consumer because he "lease[d] . . . consumer goods or services" for personal, household, or family purposes by signing a lease with Defendants. *Id.* § 28-3901(a)(2).

86. Defendants' engage in "trade practices" as defined by the CPPA when they charge fees in addition to rent because those charges are "acts which . . . directly or indirectly . . . effectuate, a sale, lease, or transfer of a consumer good or service." *Id*. § 28-3901(a)(6).

87. 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." *Id.* § 28-3905(m)(1)(A).

88. Defendants violated the CPPA as to Plaintiff and the Classes in numerous ways, including, but not limited to, the following:

a) **Lock Fee Claim.**

- *Unlawful Trade Practice*: By requiring tenants to pay the Lock Fee, Vivmark illegally passes along to the tenant Vivmark's costs of maintaining a unit consistent with the implied warranty of habitability and the Housing Code, in violation of D.C. Code Section 42-3505.10(b-2)(1)(A). Charging the fee is thus an unlawful trade practice. *Id.* § 28-3905(m)(1)(A).

- *Deceptive Trade Practice*: In charging the Lock Fee, Vivmark represents to tenants that a transaction (the lease) involves obligations which are prohibited by law, as the Lock Fee is illegal in the District. *Id.* § 28-3904(a)(6).

- *Deceptive Trade Practice*: In charging the Lock Fee, Vivmark fails to state a material fact (i.e. the illegality of the fee) which tends to mislead. *Id.* § 28-3904(a)(7).

- *Deceptive Trade Practice*: In charging the Lock Fee, Vivmark uses ambiguity as to a material fact (i.e. the illegality of the fee) that tends to mislead. *Id.* § 28-3904(a)(8).

- *Unfair Trade Practice*: Vivmark's practice of charging tenants for basic access to their apartments and thermostats is substantially injurious; not reasonably avoidable cannot control the provision of or their own usage of this service, nor can they opt out of being charged; and has no countervailing benefits to consumers or competition. As such it is an unfair trade practice. *Id.* §§ 28-3904(a), 28-3901(d)(1).

b) **Trash Fee Claim.**

- *Unlawful Trade Practice*: By requiring tenants to pay the Trash Fee, Vivmark illegally passed along to tenants Vivmark's costs of maintaining a unit consistent with the implied warranty of habitability and the Housing Code, in violation of D.C. Code Section 42-3505.10(b-2)(1)(A). Charging this fee was thus an unlawful trade practice. *Id*. § 28-3905(m)(1)(A).

- *Deceptive Trade Practice*: In charging the Trash Fee, Vivmark represented to tenants that a transaction (the lease) involved obligations which were prohibited by law, as the Trash Fee was and is illegal in the District. *Id.* § 28-3904(a)(6).

- *Deceptive Trade Practice*: In charging the Trash Fee, Vivmark failed to state a material fact (i.e. the illegality of the fee) which tended to mislead. *Id.* § 28-3904(a)(7).

- *Deceptive Trade Practice*: In charging the Trash Fee, Vivmark used ambiguity as to a material fact (i.e. the illegality of the fee) that tended to mislead. *Id.* § 28-3904(a)(8).

- *Unfair Trade Practice*: Vivmark's practice of charging tenants for basic access to trash services was substantially injurious; not reasonably avoidable as tenants could not control the provision of or their own usage of this service, nor could they opt out of being charged; and had no countervailing benefits to consumers or competition. As such it was an unfair trade practice. *Id.* §§ 28-3904(a), 28-3901(d)(1).

c) **Central Boiler Fee Claim.**

- *Unlawful Trade Practice*: By requiring tenants to pay the Central Boiler Fee, Vivmark illegally passed along to tenants Vivmark's costs of maintaining a unit consistent with the implied warranty of habitability and the Housing Code, in violation of D.C. Code Section 42-3505.10(b-2)(1)(A). Charging this fee was thus an unlawful trade practice. *Id.* § 28-3905(m)(1)(A).

- *Deceptive Trade Practice*: In charging the Central Boiler Fee, Vivmark represented to tenants that a transaction (the lease) involved obligations which were prohibited by law, as the Central Boiler Fee was and is illegal in the District. *Id.* § 28-3904(a)(6).

- *Deceptive Trade Practice*: In charging the Central Boiler Fee, Vivmark failed to state a material fact (i.e. the illegality of the fee) which tended to mislead. *Id.* § 28-3904(a)(7).

- *Deceptive Trade Practice*: In charging the Central Boiler Fee, Vivmark used ambiguity as to a material fact (i.e. the illegality of the fee) that tended to mislead. *Id.* § 28-3904(a)(8).

- *Unfair Trade Practice*: Vivmark's practice of charging tenants for basic access to hot water was substantially injurious; not reasonably avoidable as tenants could not control the provision of or their own usage of this service, nor could they opt out of being charged; and had no countervailing benefits to consumers or competition. As such it was an unfair trade practice. *Id.* §§ 28-3904(a), 28-3901(d)(1).

d) **Billing Fee Claim.**

- *Unlawful Trade Practice*: By requiring tenants to pay the Billing Fee, Vivmark illegally passed along to tenants Vivmark's costs of maintaining a unit consistent with

the implied warranty of habitability and the Housing Code, in violation of D.C. Code Section 42-3505.10(b-2)(1)(A). Charging the fee was thus an unlawful trade practice. *Id.* § 28-3905(m)(1)(A).

- *Deceptive Trade Practice*: In charging the Billing Fee, Vivmark represented to tenants that a transaction (the lease) involved obligations which were prohibited by law, as the Billing Fee was and is illegal in the District. *Id.* § 28-3904(a)(6).

- *Deceptive Trade Practice*: In charging the Billing Fee, Vivmark failed to state a material fact (i.e. the illegality of the fee) which tended to mislead. *Id.* § 28-3904(a)(7).

- *Deceptive Trade Practice*: In charging the Billing Fee, Vivmark used ambiguity as to a material fact (i.e. the illegality of the fee) that tended to mislead. *Id.* § 28-3904(a)(8).

- *Unfair Trade Practice*: Vivmark's practice of charging tenants for basic billing services was substantially injurious; not reasonably avoidable as tenants could not control the provision of or their own usage of this service, nor could they opt out of being charged; and had no countervailing benefits to consumers or competition. As such it was an unfair trade practice. *Id.* §§ 28-3904(a), 28-3901(d)(1).

89. Plaintiff seeks all relief authorized by statute on behalf of himself and similarly situated members of the Classes, including:

A. Treble damages, or the minimum per violation statutory penalty, whichever is greater;

B. Punitive damages;

C. Additional relief as may be necessary to restore to consumers money or property acquired by the unlawful practices, such as disgorgement of ill-gotten gains;

D. Reasonable attorneys' fees and costs; and

E. Any other relief the Court determines proper.

PRAYER FOR RELIEF

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

A. Certify the proposed Classes and designating undersigned counsel as Class Counsel;

B. Award Plaintiff and the Classes treble damages, or statutory damages 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. Order Defendants to disgorge ill-gotten gains derived from the unlawful trade practices described above;

F. 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

G. Award all other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Date: October 29, 2026

Respectfully submitted,

/s/ Tara Mikkilineni

Tara Mikkilineni, [Bar No. 997284]
Eric Halperin, [Bar No. 491199]
Nicole Mauri, [Bar. No. 90042427]
HALPERIN PETERSEN & MIKKILINENI LLP
1025 Connecticut Ave. NW, Suite 717
Washington, DC 20036
(202) 987-3621 (Tel.)
tara@hpmjustice.com
eric@hpmjustice.com
nicole@hpmjustice.com

/s/ F. Peter Silva II

F. Peter Silva II [Bar No. 1010483]
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Ave. NW, Suite 1010
Washington, D.C. 20006
(202) 973-0900 (Tel.)
(202) 973-0950 (Fax)
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/s/ Randolph T. Chen

Randolph T. Chen [Bar No. 1032644]
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nmigliaccio@classlawdc.com

Counsel for Plaintiff

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

Samuel Mather
Plaintiff(s)

vs

Vivmark Residential, ERP Operating Limited Partnership, Vivmark Residentia Management, LLC, Smith Property Holdings Three DC LPI
Defendant(s)

Case Number: 2026-CAB-007772

Date: _____

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

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

TYPE OF CASE: ☐ Non-Jury ☐ 6 Person Jury ☑ 12 Person Jury

Demand: $ 999,999,999.00 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)*

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

☐ **FRIENDLY SUIT**
☐ **HOUSING CODE REGULATIONS**
☐ **QUI TAM**
☐ **STRUCTURED SETTLEMENTS**

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

AGENCY APPEAL

☐ Dangerous Animal Determination
☐ DCPS Residency Appeal
☐ Merit Personnel Act (OEA)
☐ Merit Personnel Act (OHR)
☐ Other Agency Appeal

☐ **APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT**

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**

F. Peter Silva III

Filer/Attorney's Signature

10/29/2026

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

Samuel Mather
Plaintiff

vs.

Case Number 2026-CAB-007772

Smith Property Holdings Three DC LP
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 Ave. NW, Suite 1010 Washington, D.C. 20006
Address

(202) 973-0900
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date October 30, 2026

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 전화주십시오 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.

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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 require 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 require 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

_____

_____
Teléfono

Fecha _____

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

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

Samuel Mather
Plaintiff

vs.

Case Number 2026-CAB-007772

Vivmark Residential Management 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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F. Peter Silva II
Name of Plaintiff's Attorney

2000 Pennsylvania Ave. NW, Suite 1010 Washington, D.C. 20006
Address

(202) 973-0900
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date October 30, 2026

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_____
Demandante

contra

Número de Caso: _____

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Demandado

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_____
Nombre del abogado del Demandante

Por: _____
Subsecretario

_____
Dirección

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

Samuel Mather
Plaintiff

vs.

Case Number 2026-CAB-007772

ERP Operating Limited Partnership
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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F. Peter Silva II
Name of Plaintiff's Attorney

2000 Pennsylvania Ave. NW, Suite 1010 Washington, D.C. 20006
Address

(202) 973-0900
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date October 30, 2026

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
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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.*

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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 require 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 require 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

_____

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

Samuel Mather
Plaintiff

vs.

Case Number 2026-CAB-007772

Vivmark Residential
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 Ave. NW, Suite 1010 Washington, D.C. 20006
Address

(202) 973-0900
Telephone

Clerk of the Court

By _____
Deputy Clerk

Date October 30, 2026

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Nombre del abogado del Demandante

Por: _____
Subsecretario

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Civil Division - Civil Actions Branch
500 Indiana Ave NW, Room 5000, Washington DC 20001
202-879-1133 | www.dccourts.gov

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Washington, D.C.
Permit No. 1726

VIVMARK RESIDENTIAL
Two North Riverside Plaza
Suite 400
Chicago IL 60606

You are named in a lawsuit filed in the Superior Court of the District of Columbia. If you cannot appear at the hearing, please contact the Clerk's Office immediately for more information. If Plaintiff does not participate, the case may be dismissed. If Defendant does not participate, default or judgment may be entered.

For case information, please contact the Civil Actions Branch Clerk's Office by phone at 202-879-1133 or by live chat at https://www.dccourts.gov/services/civil-matters/requesting-over-10k.

To access your case information online, please visit www.dccourts.gov/services/cases-online.

Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: VIVMARK RESIDENTIAL **Case Number:** 2026-CAB-007772

NOTICE OF REMOTE INITIAL SCHEDULING CONFERENCE

Your case is scheduled for a(n) **Remote Initial Scheduling Conference** on **01/29/2027** at **9:30 AM** in **Remote Courtroom 518**.

The remote hearing will be held via Webex. To join the hearing, follow the below instructions.

To Join by Computer, Tablet, or Smartphone:

1) Copy and Paste or Type the link into a web browser and enter the Webex Meeting ID listed below.
   Link: dccourts.webex.com/meet/ctb518
   Meeting ID: 129 685 3445
2) Click "**Join Meeting**". You may be placed in the lobby until the courtroom clerk gives you access to the hearing.

OR To Join by Phone:

1) Call 202-860-2110 (local) or 844-992-4726 (toll-free)
   Enter the Webex Meeting ID shown above followed by "##"

Resources and Contact Information:

1) For best practices on how to participate in Webex Meetings, click here www.webex.com/learn/best-practices.html.
2) For technical issues or questions, call the Information Technology Division at 202-879-1928 and select option 2.
3) For case questions, call the Civil Actions Branch at 202-879-1133.
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Accessibility and Language Access Information for Superior Court

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Servicios de interpretación y traducción:

Los Tribunales del Distrito de Columbia ofrecen servicios gratuitos de acceso al idioma a las personas sordas o que no hablan inglés que tienen asuntos que atender en el tribunal. Las partes de un caso pueden solicitar traducciones gratuitas de las órdenes judiciales y otros documentos del tribunal. Para solicitar un intérprete o una traducción, póngase en contacto con la Secretaría en el número de teléfono que figura en la parte superior de la primera página de este anuncio. Para más información, visite https://www.dccourts.gov/language-access.

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የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች፡

የዲ.ሲ ፍርድ ቤቶች መስማት ለተሳናቸውና የእንግሊዝኛ ቋንቋ ተናጋሪ ላልሆኑ በፍርድ ቤቱ ጉዳይ ላላቸው ሰዎች ነጻ የቋንቋ ተደራሽነት አገልግሎቶች ያቀርባል። ተከራካሪ ወገኖች የፍርድ ቤት ትእዛዞችና ሌሎች የፍርድ ቤት ሰነዶች በነጻ እንዲተረጎምላቸው መጠየቅ ይችላሉ። አስተርጓሚ ወይም የጽሑፍ ትርጉም ለመጠየቅ፣ እባክዎን በዚህ ደብዳቤ የመጀመሪያ ገጽ አናት ላይ በተቀመጠው ስልክ ቁጥር የፍርድ ቤቱን መዝገብ ቤት ቢሮን ያናጋግሩ። ለበለጠ መረጃ https://www.dccourts.gov/language-access ላይ ይጎብኙ።

የቋንቋ ተደራሽነት ለዲ.ሲ. ፍርድ ቤቶች አስፈላጊ ነው። የቋንቋ አገልግሎቶች በተመለከተ አስተያየትዎን https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access በመጎብኘት መስጠት ይችላሉ።

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ERP OPERATING LIMITED PARTNERSHIP
Two North Riverside Plaza
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Chicago IL 60606

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Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: ERP OPERATING LIMITED **Case Number:** 2026-CAB-007772

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የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች፡

የዲ.ሲ ፍርድ ቤቶች መስማት ለተሳናቸውና የእንግሊዝኛ ቋንቋ ተናጋሪ ላልሆኑ በፍርድ ቤቱ ጉዳይ ላላቸው ሰዎች ነጻ የቋንቋ ተደራሽነት አገልግሎቶች ያቀርባል። ተከራካሪ ወገኖች የፍርድ ቤት ትእዛዞችና ሌሎች የፍርድ ቤት ሰነዶች በነጻ እንዲተረጎምላቸው መጠየቅ ይችላሉ። አስተርጓሚ ወይም የጽሑፍ ትርጉም ለመጠየቅ፣ እባክዎን በዚህ ደብዳቤ የመጀመሪያ ገጽ አናት ላይ በተቀመጠው ስልክ ቁጥር የፍርድ ቤቱን መዝገብ ቤት ቢሮን ያናጋግሩ። ለበለጠ መረጃ https://www.dccourts.gov/language-access ላይ ይጎብኙ።

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SMITH PROPERTY HOLDINGS THREE D.C. L.P.
Two North Riverside Plaza
Suite 400
Chicago IL 60606

You are named in a lawsuit filed in the Superior Court of the District of Columbia. If you cannot appear at the hearing, please contact the Clerk's Office immediately for more information. If Plaintiff does not participate, the case may be dismissed. If Defendant does not participate, default or judgment may be entered.

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To access your case information online, please visit www.dccourts.gov/services/cases-online.

Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: SMITH PROPERTY HOLDINGS **Case Number:** 2026-CAB-007772

NOTICE OF REMOTE INITIAL SCHEDULING CONFERENCE

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የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች፡

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VIVMARK RESIDENTIAL MANAGEMENT LLC
Two North Riverside Plaza
Suite 400
Chicago IL 60606

You are named in a lawsuit filed in the Superior Court of the District of Columbia. If you cannot appear at the hearing, please contact the Clerk's Office immediately for more information. If Plaintiff does not participate, the case may be dismissed. If Defendant does not participate, default or judgment may be entered.

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To access your case information online, please visit www.dccourts.gov/services/cases-online.

Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: VIVMARK RESIDENTIAL **Case Number:** 2026-CAB-007772

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የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች፡

የዲ.ሲ ፍርድ ቤቶች መስማት ለተሳናቸውና የእንግሊዝኛ ቋንቋ ተናጋሪ ላልሆኑ በፍርድ ቤቱ ጉዳይ ላላቸው ሰዎች ነጻ የቋንቋ ተደራሽነት አገልግሎቶች ያቀርባል። ተከራካሪ ወገኖች የፍርድ ቤት ትእዛዞችና ሌሎች የፍርድ ቤት ሰነዶች በነጻ እንዲተረጎምላቸው መጠየቅ ይችላሉ። አስተርጓሚ ወይም የጽሑፍ ትርጉም ለመጠየቅ፣ እባክዎን በዚህ ደብዳቤ የመጀመሪያ ገጽ አናት ላይ በተቀመጠው ስልክ ቁጥር የፍርድ ቤቱን መዝገብ ቤት ቢሮን ያናጋግሩ። ለበለጠ መረጃ https://www.dccourts.gov/language-access ላይ ይጎብኙ።

የቋንቋ ተደራሽነት ለዲ.ሲ. ፍርድ ቤቶች አስፈላጊ ነው። የቋንቋ አገልግሎቶች በተመለከተ አስተያየትዎን https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access በመጎብኘት መስጠት ይችላሉ።

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Peter Silva II
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue NW Suite 1010
Washington DC 20006

You are named in a lawsuit filed in the Superior Court of the District of Columbia. If you cannot appear at the hearing, please contact the Clerk's Office immediately for more information. If Plaintiff does not participate, the case may be dismissed. If Defendant does not participate, default or judgment may be entered.

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To access your case information online, please visit www.dccourts.gov/services/cases-online.

Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: Peter Silva II **Case Number:** 2026-CAB-007772

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የቋንቋ ተደራሽነት ለዲ.ሲ. ፍርድ ቤቶች አስፈላጊ ነው። የቋንቋ አገልግሎቶች በተመለከተ አስተያየትዎን https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access በመጎብኘት መስጠት ይችላሉ።

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Superior Court
of the District of Columbia

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
500 Indiana Avenue, NW, Washington, DC 20001
(202) 879-1010 | www.dccourts.gov

Case Caption: Mather v. Vivmark Residential et al. **Case Number:** 2026-CAB-007772

Notice to Court
(Praecipe)

The Clerk of said Court will please:

☑ Enter my appearance for Samuel Mather in the above-mentioned case.

☐ Update the record in this case to reflect my correct/new address. My correct/new address is:

Street Address _____ City and State _____

Apartment/Suite/Unit Number _____ Zip Code _____

☐ Other: _____

Plaintiff / Petitioner or Attorney Name: (Print Name)		Defendant / Respondent or Attorney Name: (Print Name)	
Nicole Mauri			
Address: 1025 Connecticut Avenue NW, Suite 717 Washington, DC 20036		Address:	
Signature: Nicole Mauri		Signature:	
Email Address: nicole@hpmjustice.com		Email Address:	
Telephone Number: 202-987-3621	Attorney Bar Number: 90042427	Telephone Number:	Attorney Bar Number:

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Nicole A Mauri
1700 G Street NW
Washington DC 20052

You are named in a lawsuit filed in the Superior Court of the District of Columbia. If you cannot appear at the hearing, please contact the Clerk's Office immediately for more information. If Plaintiff does not participate, the case may be dismissed. If Defendant does not participate, default or judgment may be entered.

For case information, please contact the Civil Actions Branch Clerk's Office by phone at 202-879-1133 or by live chat at https://www.dccourts.gov/services/civil-matters/requesting-over-10k.

To access your case information online, please visit www.dccourts.gov/services/cases-online.

Case Caption: SAMUEL MATHER v. VIVMARK RESIDENTIAL et al.

To: Nicole A Mauri **Case Number:** 2026-CAB-007772

NOTICE OF REMOTE INITIAL SCHEDULING CONFERENCE

Your case is scheduled for a(n) **Remote Initial Scheduling Conference** on **01/29/2027** at **9:30 AM** in **Remote Courtroom 518**.

The remote hearing will be held via Webex. To join the hearing, follow the below instructions.

To Join by Computer, Tablet, or Smartphone:

1) Copy and Paste or Type the link into a web browser and enter the Webex Meeting ID listed below.
   Link: dccourts.webex.com/meet/ctb518
   Meeting ID: 129 685 3445
2) Click "**Join Meeting**". You may be placed in the lobby until the courtroom clerk gives you access to the hearing.

OR To Join by Phone:

1) Call 202-860-2110 (local) or 844-992-4726 (toll-free)
   Enter the Webex Meeting ID shown above followed by "##"

Resources and Contact Information:

1) For best practices on how to participate in Webex Meetings, click here www.webex.com/learn/best-practices.html.
2) For technical issues or questions, call the Information Technology Division at 202-879-1928 and select option 2.
3) For case questions, call the Civil Actions Branch at 202-879-1133.
4) To change your method of hearing participation, visit www.dccourts.gov/hearing-information for instructions and forms.

Accessibility and Language Access Information for Superior Court

Persons with Disabilities:

If you have a disability as defined by the American Disabilities Act (ADA) and you require an accommodation, please call (202) 879-1700 or email ADACoordinator@dcsc.gov. The D.C. Courts does not provide transportation service.

Interpreting and Translation Services:

The D.C. Courts offers free language access services to people having business with the court who are deaf or who are non-English speakers. Parties to a case may request free translations of court orders and other court documents. To ask for an interpreter or translation, please contact the Clerk's Office at the telephone number at the top of the first page of this notice. For more information, visit https://www.dccourts.gov/language-access.

Language access is important to the D.C. Courts. You can provide feedback on language services by visiting https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access.

Servicios de interpretación y traducción:

Los Tribunales del Distrito de Columbia ofrecen servicios gratuitos de acceso al idioma a las personas sordas o que no hablan inglés que tienen asuntos que atender en el tribunal. Las partes de un caso pueden solicitar traducciones gratuitas de las órdenes judiciales y otros documentos del tribunal. Para solicitar un intérprete o una traducción, póngase en contacto con la Secretaría en el número de teléfono que figura en la parte superior de la primera página de este anuncio. Para más información, visite https://www.dccourts.gov/language-access.

El acceso al idioma es importante para los Tribunales del Distrito de Columbia. Puede dar su opinión sobre los servicios de idiomas visitando https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access.

የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች፡

የዲ.ሲ ፍርድ ቤቶች መስማት ለተሳናቸውና የእንግሊዝኛ ቋንቋ ተናጋሪ ላልሆኑ በፍርድ ቤቱ ጉዳይ ላላቸው ሰዎች ነጻ የቋንቋ ተደራሽነት አገልግሎቶች ያቀርባል። ተከራካሪ ወገኖች የፍርድ ቤት ትእዛዞችና ሌሎች የፍርድ ቤት ሰነዶች በነጻ እንዲተረጎምላቸው መጠየቅ ይችላሉ። አስተርጓሚ ወይም የጽሑፍ ትርጉም ለመጠየቅ፣ እባክዎን በዚህ ደብዳቤ የመጀመሪያ ገጽ አናት ላይ በተቀመጠው ስልክ ቁጥር የፍርድ ቤቱን መዝገብ ቤት ቢሮን ያናጋግሩ። ለበለጠ መረጃ https://www.dccourts.gov/language-access ላይ ይጎብኙ።

የቋንቋ ተደራሽነት ለዲ.ሲ. ፍርድ ቤቶች አስፈላጊ ነው። የቋንቋ አገልግሎቶች በተመለከተ አስተያየትዎን https://www.dccourts.gov/services/information-and-resources/interpreting-services#language-access በመጎብኘት መስጠት ይችላሉ።