

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
(CIVIL ACTIONS BRANCH)**

OSCAR RAMIREZ, *on behalf of himself and all
others similarly situated*
c/o Handley Farah & Anderson PLLC
200 Massachusetts Avenue
Seventh Floor
Washington, DC 20001

ENOC RODRIGUEZ, *on behalf of himself and all
others similarly situated*
c/o Handley Farah & Anderson PLLC
200 Massachusetts Avenue
Seventh Floor
Washington, DC 20001

Plaintiffs,

v.

DYNAMIC CONTRACTING, INC.
2806 Douglas Street NE
Washington, DC 20018

Service At:
C.T. Corporation System
1015 15th Street NW
Suite 1000
Washington, D.C. 20005

GILBANE BUILDING COMPANY
1100 North Glebe Road
Suite 1000
Arlington, VA 22201

Service At:
C.T. Corporation System
1015 15th Street NW
Suite 1000
Washington, D.C. 20005

Civil Action No.:

GSA CONSTRUCTION, INC.
5655 Neddleton Avenue
Woodbridge, VA 22193-4154

Service at:
Jose Jimenez Avelar
5655 Neddleton Avenue
Woodbridge, VA 22193-4157

Defendants.

COLLECTIVE AND CLASS ACTION COMPLAINT

1. This is a suit for unpaid overtime and worker misclassification under District of Columbia law. Plaintiffs Oscar Ramirez and Enoc Rodriguez (“Plaintiffs”), individually and on behalf of all others similarly situated, by and through their undersigned attorneys, bring this action against Defendants Dynamic Contracting, Inc. (“Dynamic”), Gilbane Building Company (“Gilbane”) and GSA Construction, Inc. (“GSA,” and together with the other Defendants, “Defendants”) seeking all available relief to remedy Defendants’ underpayment and misclassification of Plaintiffs and others similarly situated. Specifically, Plaintiffs allege that Defendants failed to pay Plaintiffs and others similarly situated their legally mandated wages in violation of the District of Columbia’s Minimum Wage Act (“MWA”), D.C. Code § 32-1001, *et. seq.*, and the District of Columbia’s Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301 *et. seq.*, and improperly classified Plaintiffs as independent contractors in violation of the District of Columbia’s Workplace Fraud Act (“WFA”), D.C. Code § 32.1331.01 *et. seq.*

INTRODUCTION

2. As noted in a recent report by the District of Columbia’s Office of the Attorney General, worker misclassification and wage theft is rampant in the District of Columbia’s

construction industry.¹ Worker misclassification is a form of payroll abuse where workers that should be classified as employees are illegally classified as independent contractors.² By misclassifying workers, employers deny employees their lawful wages and benefits while simultaneously underfunding social insurance programs like Social Security, Medicaid, unemployment insurance, and workers' compensation.³ One way in which misclassification and wage theft are perpetrated is through the use of subcontractors who fail to follow the District's wage and misclassification laws.⁴ Defendants have engaged in such conduct, the effect of which is to deny employees on their construction sites, like Plaintiffs, their lawfully owed wages and benefits in violation of District of Columbia wage and misclassification laws.

3. Plaintiffs seek to hold Defendants accountable for this very behavior. District of Columbia law entitles Plaintiffs, and other similarly situated workers, to recover their wages and other damages, and imposes penalties for their illegal actions.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this claim and venue is proper because Defendants regularly conduct business in the District of Columbia and a substantial part of the events giving rise to Plaintiffs' claims occurred in the District of Columbia.

1 See "Illegal Worker Misclassification: Payroll Fraud in the District's Construction Industry," Issue Brief and Economic Report, D.C. Office of the Attorney General, at 1, (Sept 2019) *available at* <https://oag.dc.gov/sites/default/files/2019-09/OAG-Illegal-Worker-Misclassification-Report.pdf>; *see also* "The Underground Economy and Wage Theft in Washington DC's Commercial Construction Sector" (April 2021) *available at* <http://catholiclabor.org/wp-content/uploads/2021/04/Underground-Economy-and-Wage-Theft-Report-4.14.pdf>.

2 *Id.*

3 *Id.*

4 *Id.* At 6.

PARTIES

5. Plaintiff Oscar Ramirez is a resident of Maryland and was employed as a construction worker in the District of Columbia. From late 2020 to early 2021, he was employed by Defendants GSA and Dynamic on a construction project at Georgetown University's Main Campus, 3700 O Street NW, Washington DC 20057, where he performed work for Defendants GSA, Dynamic, and Gilbane.

6. Plaintiff Enoc Rodriguez is a resident of Maryland and was employed as a construction worker in the District of Columbia. From late 2020 to early 2021, he was employed by Defendants GSA and Dynamic on a construction project at Georgetown University's Main Campus, 3700 O Street NW, Washington DC 20057, where he performed work for Defendants GSA, Dynamic, and Gilbane.

7. Defendant Dynamic Contracting Inc. ("Dynamic") is a construction and contracting company incorporated in and based in Washington, D.C. which regularly performs work in the District of Columbia.

8. Defendant GSA Construction Inc. ("GSA") is a construction and contracting company incorporated in Virginia and based in Woodbridge, Virginia which regularly performs work in the District of Columbia.

9. Defendant Gilbane Building Company ("Gilbane") is a general contractor that provides construction services nationwide, including in the District of Columbia. Gilbane Building Company is a Rhode Island corporation which describes itself as being a member of the Gilbane "family" of related companies. It is the intent of this Complaint to name as a Defendant the entity that was the general contractor for the Project. Gilbane's parent company, Gilbane, Inc.

is based in Rhode Island and describes itself as “one of the largest privately held family-owned construction and real estate development firms in the industry.”

FACTUAL ALLEGATIONS

10. Defendant Gilbane was the general contractor responsible for certain construction projects on Georgetown University’s Campus (the “Project”). The Project included the renovation of Village C East and West.

11. Defendant Gilbane subcontracted some of its work on the Project to Defendant Dynamic.

12. Defendant Dynamic subcontracted some of its work on the Project to Defendant GSA.

13. In late 2020, Plaintiffs began working for Defendants at the Project. Plaintiffs performed construction work for Defendants at the Project from approximately November 2020 to February 2021.

14. Plaintiffs’ work was within the usual course of Defendants’ construction businesses.

15. Plaintiffs were not engaged in work that is customarily an independently established trade and were not exempt employees.

16. While employed at the Project, Plaintiffs were treated as independent contractors.

17. Plaintiffs were, in fact, employees under applicable law and not independent contractors.

18. GSA and Dynamic controlled the hours Plaintiffs worked.

19. GSA and Dynamic supervised Plaintiffs and controlled when, where, and how Plaintiffs performed their jobs.

20. The worksite was at a location controlled by Defendants.

21. Plaintiffs were provided with equipment needed to perform their jobs.

22. Because Defendants misclassified Plaintiffs, they did not follow applicable law on for employees in their payroll deductions or wage calculations.

23. Applicable law requires that proper payroll deductions be taken from the pay of employees and that employees be paid at the overtime rate for work in excess of forty hours in a workweek.

24. Proper payroll deductions were not taken from Plaintiffs' compensation.

25. Plaintiffs were not paid an overtime premium of one and one half their regular rate of pay for hours worked over forty.

26. For example, Plaintiff Ramirez earned \$21 per hour. In addition to his schedule of eight-hour shifts Monday through Friday, he sometimes worked double shifts, which resulted in working 16 hours some days. He also sometimes worked an eight-hour day on Saturdays. This schedule meant that he regularly worked in excess of forty hours per week. However, Plaintiff Ramirez was paid the same \$21 per hour regardless of how many hours he worked per week.

27. For example, Plaintiff Rodriguez earned \$21 per hour. In addition to his schedule of eight-hour shifts Monday-Friday, he sometimes worked double shifts, adding up to 16 hours in one day. He also sometimes worked an eight-hour day on Saturdays. This schedule meant that he regularly worked in excess of forty hours per week. However, Plaintiff Rodriguez was paid the same \$21 per hour regardless of how many hours he worked per week.

28. The services of Plaintiffs and other similarly situated individuals were directed and controlled by Defendants GSA and Dynamic. Plaintiffs were supervised by employees of Dynamic.

29. Defendant Dynamic maintained a record of the hours worked by Plaintiffs and others similarly situated by recording their hours on Dynamic sign-in sheets.

30. Defendants Dynamic and GSA gave Plaintiffs and other similarly situated individuals at the Project their daily work assignments and directed, supervised, and controlled the day-to-day work of Plaintiffs and others similarly situated.

31. Defendants were required by law to maintain accurate records of the wages paid and hours worked at the Project for Defendants' benefit and such records, if maintained, will document in detail the work by Plaintiffs and other similarly situated individuals that were not properly compensated. Such records are in the exclusive control of Defendants.

32. Defendants are liable to Plaintiffs and other similarly situated individuals. Defendants are liable because either (1) They directly controlled the work of Plaintiffs, including by assigning their work tasks and setting their hours or (2) Plaintiffs' work was controlled by a subcontractor of Gilbane or Dynamic, which in turn controlled their work, including by assigning their work tasks and setting their hours. To the extent that Gilbane and Dynamic are not liable as direct and conventional common-law employers of Plaintiffs, Gilbane and Dynamic are liable because one of their subcontractors was an employer of Plaintiffs.

33. As an employer of Plaintiffs or as the general contractor or subcontractor of the employer of Plaintiffs, Defendants are jointly and severally liable for Plaintiffs' unpaid wages and misclassification.

COLLECTIVE ACTION ALLEGATIONS

34. This action is maintainable as an opt-in collective action pursuant to DC Code § 32-1308.

35. Defendants failed to pay Plaintiffs and all others similarly situated one-and-a-half times their regular rate of pay for those hours worked in excess of forty in any one workweek, as required by the Minimum Wage Act (“MWA”) and the Wage Payment and Collection Law (“WPCL”).

36. Defendants improperly classified Plaintiffs and other similarly situated individuals as independent contractors instead of employees, in violation of the WFA.

37. Defendants’ conduct was repeated and intentional.

38. This action can, and should, be maintained as a collective action for all claims to include unpaid wages, unpaid overtime compensation, liquidated damages, and misclassification of employees that can be redressed under the MWA, WPCL, and the WFA.

39. Plaintiffs seek certification of these claims as a collective action on behalf of all individuals who a) were employed by Defendants GSA or Dynamic or a subcontractor of these entities; and b) performed construction work for the benefit of Gilbane on the Project and c) were entitled to be paid at the overtime rate for overtime work at the project; at any time from the earliest date actionable under the limitations period applicable to the given claim until the date of judgment.

40. Members of the proposed collective action are similarly situated.

41. Members of the proposed collective action have been subjected to the same or substantially the same pay policies and practices.

42. Members of the proposed collective action have been subjected to the same or substantially similar policy or practice that required or permitted them to perform work in excess of 40 hours per workweek for the benefit of Defendants, without compensating such time at the premium rate of one-and-a-half times the base rate of pay.

43. Members of the proposed collective action have been subjected to the same or substantially similar policy or practice that treated them as independent contractors when they were, in fact, employees.

44. The identities of the members of the proposed collective action are known to Defendants and can be located through Defendants' records.

45. These individuals would benefit from the issuance of Court-supervised Notice and the opportunity to join the lawsuit.

46. Plaintiffs and the members of the proposed collective action should therefore be permitted to pursue their claims collectively on their own behalf and on behalf of all employees of subcontractors of Dynamic on the Project who, while performing work for Defendants, were not paid their lawfully owed wages or who were misclassified as independent contractors instead of employees.

47. Plaintiffs consent to be plaintiffs in this action. If this case does not proceed as a collective action or a class action, Plaintiffs intend to seek relief individually.

CLASS ACTION ALLEGATIONS

48. Pursuant to D.C. Sup. Ct. Rule of Civil Procedure 23 and D.C. Code § 32-1308, Plaintiffs bring class-action claims for unpaid wages (including overtime compensation) under the MWA and the WPCL.

49. Pursuant to D.C. Sup. Ct. Civ. Rule of Civil Procedure 23 and D.C. Code § 32-1308, Plaintiffs bring class-action claims for misclassification under the WFA.

50. Plaintiffs bring these class-action claims on behalf of themselves and all other individuals who a) were employed by Defendants GSA or Dynamic or a subcontractor of these entities; and b) performed construction work for the benefit of Gilbane on the Project; c) were

entitled to be paid at the overtime rate for overtime work at the project; and (d) were not fully paid their lawfully owed wages or who were misclassified as independent contractors instead of employees, at any time from the earliest date actionable under the limitations period applicable to the given claims until the date of judgment (“Proposed Rule 23 Class”).

51. Members of the Proposed Rule 23 Class are readily ascertainable. The identity of class members may be determined from GSA’s and Dynamic’s records.

52. The Proposed Rule 23 Class meets all the requirements of Rule 23(a) and (b)(3).

- a. Numerosity: Upon information and belief, at least forty (40) persons have worked for GSA on the Project and have been subjected to the challenged practices. Therefore, joinder of all class members would be impracticable.
- b. Commonality: Plaintiffs and all members of the Proposed Rule 23 Class have been undercompensated pursuant to the unlawful practices alleged herein and, therefore, one or more questions of law or fact are common to the Proposed Rule 23 Class. These common questions include, but are not limited to, the following:
 - i. Whether Defendants are employers and/or joint employers of members of the Proposed Rule 23 Class;
 - ii. Whether Defendants failed or refused to pay Plaintiffs and members of the Proposed Rule 23 Class wages at overtime premium rates for all time worked in excess of 40 hours per week;
 - iii. Whether Defendants’ failure or refusal to pay such compensation at overtime-premium rates violated the MWA and the WPCL;

- iv. Whether Defendants misclassified Plaintiffs and members of the proposed Rule 23 Class as independent contractors;
 - v. Whether Defendants' misclassification resulted in Defendants' failure or refusal to pay Plaintiffs and members of the Proposed Rule 23 Class wages at overtime premium rates and failed to provide other benefits guaranteed to employees.
- c. Typicality: Plaintiffs and members of the Proposed Rule 23 Class were subjected to the same unlawful policies, practices, and procedures and sustained similar losses, injuries, and damages. All class members were subjected to the same compensation practices by Defendants, as alleged herein, and were denied payment at premium rates for all time worked over 40 hours per week. Plaintiffs' claims are therefore typical of the claims that could be brought by any member of the Proposed Rule 23 Class, and the relief sought is typical of the relief that could be sought by each member of the Proposed Rule 23 Class in separate actions.
- d. Adequacy of Representation: Plaintiffs are able to fairly and adequately protect the interests of all members of the Proposed Rule 23 Class, as they are challenging the same practices as the Proposed Rule 23 Class as a whole, and there are no known conflicts of interest between Plaintiffs and the members of the Proposed Rule 23 Class. Plaintiffs have retained counsel who have extensive experience with the prosecution of wage-and-hour claims and complex class-action litigation.

- e. Predominance and Superiority: The common questions identified above predominate over any individual issues. A class action is superior to individual adjudications of this controversy. Pursuit of this action as a class would provide an efficient mechanism for adjudicating the claims of Plaintiffs and the members of the Proposed Rule 23 Class.

CAUSES OF ACTION

COUNT I VIOLATION OF D.C. MINIMUM WAGE LAW (Against All Defendants)

53. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

54. The District of Columbia’s Minimum Wage Act (“MWA”), D.C. Code § 32-1001, *et. seq.*, requires that employers pay non-exempt employees at least the D.C. Minimum Wage for all hours worked and one and one-half times their regular hourly rate for all hours worked over forty.

55. Plaintiffs were employees of GSA and Dynamic, and GSA and Dynamic were their employers, because GSA and Dynamic assigned their work tasks and set their hours.

56. Defendant Gilbane was the general contractor on the Project.

57. D.C. Code § 32-1012(c) provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations”

58. As the direct employer of Plaintiffs, Defendant GSA is jointly and severally liable to Plaintiffs for violations of the MWA that occurred at the Project.

59. As an intermediate contractor on the Project, Defendant Dynamic is jointly and severally liable to Plaintiffs for violations of the MWA that occurred at the Project, even if Dynamic is not a direct, common law employer of Plaintiffs.

60. As the general contractor on the Project, Defendant Gilbane is jointly and severally liable to Plaintiffs for violations of the MWA that occurred at the Project, even if Gilbane is not a direct, common law employer of Plaintiffs.

61. Defendants violated the MWA by failing to compensate Plaintiffs at the rate of time-and-one-half their regular hourly rate for every hour worked in excess of forty hours in any one workweek.

62. These violations of the District of Columbia's minimum wage law were repeated and intentional.

63. WHEREFORE, Defendants are jointly and severally liable to Plaintiffs for all unpaid wages, including overtime wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest, attorneys' fees, litigation costs and any other and further relief this Court deems appropriate.

COUNT II
FAILURE TO TIMELY PAY WAGES
(Against All Defendants)

64. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

65. D.C. Code § 32-1302 provides that “[a]n employer shall pay all wages earned to his or her employees on regular paydays designated in advance by the employer and at least twice during each calendar month.”

66. D.C. Code § 32-1303 further provides that “[w]henver an employer discharges an employee, the employer shall pay the employee’s wages” within four days and that “[w]henver an employee ... quits or resigns, the employer shall pay the employee’s wages due upon the next regular payday or within 7 days from the date of quitting or resigning, whichever is earlier.”

67. D.C. Code § 32-1301(3) defines wages to include, inter alia, an “overtime premium.”

68. D.C. Code § 32-1301(3) further defines wages to include all funds owed as wages “[p]ursuant to District or federal law,” which is required by law.

69. Plaintiffs were employees of GSA and Dynamic, and GSA and Dynamic were their employers, because GSA and Dynamic assigned their work tasks and set their hours.

70. Defendant Gilbane was the general contractor on the Project.

71. D.C. Code § 32–1303(5) further provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations”

72. As the direct employer of Plaintiffs, Defendant GSA is jointly and severally liable to Plaintiffs for violations of WPCL that occurred on the Project.

73. As an intermediate contractor on the Project, Defendant Dynamic is jointly and severally liable to Plaintiffs for violations of the WPCL that occurred at the Project, even if Dynamic is not a direct, common law employer of Plaintiffs.

74. As the general contractor on the Project, Defendant Gilbane is jointly and severally liable to Plaintiffs for violations of the WPCL that occurred at the Project, even if Gilbane is not a direct, common law employer of Plaintiffs.

75. Defendants violated the District of Columbia’s wage payment and collection law by failing to timely compensate Plaintiffs for all wages due—including pay at the correct hourly wage, pay for all hours worked, and pay at the rate of time-and-one-half their regular hourly rate for every hour worked in excess of forty hours in any one workweek—on their regular payday.

76. Because of their failure to pay Plaintiffs all wages, including overtime wages, when due, Defendants failed to timely pay Plaintiffs wages owed.

77. These violations of D.C. law were repeated and intentional.

78. WHEREFORE, Defendants are liable to Plaintiffs for all unpaid wages, including overtime wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest, attorneys’ fees, litigation costs and any other and further relief this Court deems appropriate.

COUNT III

MISCLASSIFICATION OF EMPLOYEES AS INDEPENDENT CONTRACTORS UNDER THE D.C. WORKPLACE FRAUD ACT (Against All Defendants)

79. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

80. GSA and Dynamic classified Plaintiffs as independent contractors when they were in fact employees. For example, the paychecks received by Plaintiffs failed to include payroll deductions or overtime premiums.

81. The D.C. Workplace Fraud Act, D.C. Code §§ 32.1331.01-15 prohibits employers in the construction industry from improperly classifying employees as independent contractors.

82. D.C. Code § 32–1303(5) provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations”

83. Defendants violated the D.C. Workplace Fraud Act by knowingly and improperly classifying Plaintiffs as independent contractors, rather than as employees.

84. Each time each Plaintiff was paid as an independent contractor rather than as an employee constitutes a separate and independent violation of the Workplace Fraud Act.

85. As the general and intermediate contractors on the Project, Defendants Gilbane and Dynamic are jointly and severally liable to Plaintiffs for violations of the Workplace Fraud Act perpetuated by their subcontractor.

86. As the direct employer of Plaintiffs, Defendant GSA is jointly and severally liable to Plaintiffs for violations of the Workplace Fraud Act.

87. WHEREFORE, Defendants are liable to Plaintiffs for the wages, salary, employment benefits, and other compensation denied or lost to them by reason of the violations, compensatory damages, treble damages for lost wages or benefits, up to \$500 for each violation, and any other and further relief this Court deems appropriate

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against all Defendants on all counts, jointly and severally, and award Plaintiffs and all similarly situated individuals the following:

- i. Unpaid wages, plus an amount equal to three times the amount of unpaid wages earned as liquidated damages, pursuant to the MWA, D.C. Code § 32-1012, which amount is greater than \$10,000;

- ii. Unpaid wages plus an amount equal to three times the amount of unpaid wages earned as liquidated damages, pursuant to the WPCL, D.C. Code §§ 32-1303(4) and 32-1308, which amount is greater than \$10,000;
- iii. \$500 per violation in which Plaintiffs and similarly situated individuals were misclassified as independent contractors, pursuant to the WFA, D.C. Code § 32-1331.01.15.
- iv. The wages, salary, employment benefits, and other compensation denied or lost to them by reason of the violations of the WFA, as well as compensatory damages and treble damages for those lost wages or benefits,
- v. Reasonable attorneys' fees and expenses incurred in the prosecution of this action;
- vi. The costs that they incur in the prosecution of this action;
- vii. Interest as permitted by law; and
- viii. Award any additional relief the Court deems just.

Dated: April 30, 2021

Respectfully submitted,

/s/ Rachel Nadas
Matthew K. Handley
D.C. Bar No. 489946
Rachel Nadas
D.C. Bar No. 1686789
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Email: Daniel_katz@washlaw.org

Attorneys for Plaintiffs and the Proposed Class

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

Oscar Ramirez, et al. Case Number: _____
 vs Date: April 30, 2021
Dynamic Contracting, Inc., et al. One of the defendants is being sued
 in their official capacity.

Name: <i>(Please Print)</i> Matthew K. Handley	Relationship to Lawsuit
Firm Name: Handley Farah & Anderson, PLLC	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: 202-559-2411 Six digit Unified Bar No.: 489946	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ greater than \$10,000 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: _____ Judge: _____ Calendar #: _____
 Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>		
A. CONTRACTS <input type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input checked="" type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	COLLECTION CASES <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)	<input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 18 OVER \$25,000 Consent Denied <input type="checkbox"/> 26 Insurance/Subrogation <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied
B. PROPERTY TORTS <input type="checkbox"/> 01 Automobile <input type="checkbox"/> 03 Destruction of Private Property <input type="checkbox"/> 05 Trespass <input type="checkbox"/> 02 Conversion <input type="checkbox"/> 04 Property Damage <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
C. PERSONAL TORTS <input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 04 Automobile- Personal Injury <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) <input type="checkbox"/> 23 Tobacco <input type="checkbox"/> 08 Fraud <input type="checkbox"/> 24 Lead Paint		

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

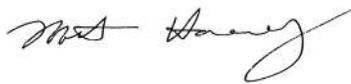
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input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

II.

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

D. REAL PROPERTY

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



Attorney's Signature

April 30, 2021

Date



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

Oscar Ramirez, et al.

Plaintiff

vs.

Case Number _____

Dynamic Contracting, Inc.

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.

Matthew K. Handley

Clerk of the Court

Name of Plaintiff's Attorney
 Handley Farah & Anderson PLLC
 200 Massachusetts Avenue, NW, 7th Floor
 Address
 Washington, D.C., 20001

By _____
 Deputy Clerk

202-559-2411
 Telephone

Date _____

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

_____ Demandante

contra

Número de Caso: _____

_____ Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de 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.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

Por: _____
Subsecretario

Dirección

Fecha _____

Teléfono

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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

Oscar Ramirez, et al.

Plaintiff

vs.

Case Number _____

Gilbane Building Company

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.

Matthew K. Handley

Clerk of the Court

Name of Plaintiff's Attorney
 Handley Farah & Anderson PLLC
 200 Massachusetts Avenue, NW, 7th Floor
 Address
 Washington, D.C., 20001

By _____
 Deputy Clerk

202-559-2411
 Telephone

Date _____

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_____ Demandante

contra

Número de Caso: _____

_____ Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de 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.

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SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

Por: _____
Subsecretario

Dirección

Fecha _____

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Telephone: (202) 879-1133 Website: www.dccourts.gov

Oscar Ramirez, et al.

Plaintiff

vs.

Case Number _____

GSA Construction, Inc.

Defendant

SUMMONS

To the above named Defendant:

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Clerk of the Court

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_____ Demandante
 contra _____

Número de Caso: _____

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