

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

MARQUETTA R. MILLER

1250 Delafield Place, N.E.
Washington, D.C 20017

and

JUANITA REED

1242 Delafield Place, N.E.
Washington, D.C. 20017

COMPLAINT

and

REGINA CRUMP

1241 Delafield Place, N.E.
Washington, D.C. 20017

JURY TRIAL DEMANDED

and

BARBARA LOFTY

1240 Delafield Place, N.E.
Washington, D.C. 20017

and

JOANNA WOOTEN

1231 Delafield Place, N.E.
Washington, D.C. 20017

and

CLAIRE HARRIS

1235 Delafield Place, N.E.
Washington, D.C. 20017

and

CHRISTINE WADE

1237 Delafield Place, N.E.
Washington, D.C. 20017

and

DOROTHY JOHNSON

SEAN JOHNSON

1239 Delafield Place, N.E.

Washington, D.C. 20017

and

JACQUELINE BELL

1256 Delafield Place, N.E.

Washington, D.C. 20017

and

PAULA E. SINGLETON

1246 Delafield Place, NE

Washington, DC 20017

and

TRACIE A. SANDIFER

1227 Delafield Place, N.E.

Washington, D.C. 20017

and

WILMA ZANGANEH

1248 Delafield Place, N.E.

Washington, D.C. 20017

and

ALZATA C. ROSS

CHARLES G. ROSS, SR.

1238 Delafield Place, N.E.

Washington, D.C. 20017

and

STERLING SPRIGGS, *for himself and as
attorney-in-fact for*

ALVIN S. SPRIGGS

1229 Delafield Place, N.E.

Washington, D.C. 20017

and

WILLIAM SMITH
1234 Delafield Place, N.E.
Washington, D.C. 20017

and

JANICE F. HILIGH
ERICA STANNARD
GEORGE STANNARD
1243 Delafield Place, N.E.
Washington, D.C. 20017

Plaintiffs,

v.

**DISTRICT OF COLUMBIA WATER
AND SEWER AUTHORITY**

Serve: Matthew Brown
Principal Member and Chairman
Board of Directors
and/or
George S. Hawkins
CEO and General Manager
5000 Overlook Avenue, S.W.
Washington, D.C. 20032

Defendant.

COMPLAINT

Plaintiffs, Marquetta R. Miller, Juanita Reed, Regina Crump, Barbara Lofty, Joanna Wooten, Claire Harris, Christine Wade, Jacqueline Bell, Paula E. Singleton, Tracie A. Sandifer, Wilma Zanganeh, Alzata C. Ross, Charles G. Ross, Sr., Sterling Spriggs, Alvin S. Spriggs, William Smith, Dorothy Johnson, Sean Johnson, Janice F. Hiligh, Erica Stannard, and George Stannard (together, “Plaintiffs”), by and through their undersigned counsel, file their Complaint against Defendant District of Columbia Water and Sewer Authority (“WASA”), for all relief to which Plaintiffs, and each of them, are entitled by

law and equity under the facts described herein and to be proven at trial, including compensatory damages, consequential damages, punitive damages, attorneys' fees and costs, and any other form of relief, however denominated, available to Plaintiffs, or each of them, arising out of WASA's willful and malicious disregard of Plaintiffs' lawful rights and privileges, and to address the devastation that WASA, through its consummate arrogance, has caused to the families, and their homes, possessions, and environs, on the 1200 block of Delafield Place, N.E., in the District of Columbia ("Delafield Place").

I. INTRODUCTION

1. This action arises out of WASA's response to its release of raw sewage from WASA's underground sanitary sewage system into the basements of Plaintiffs' homes on Delafield Place. On November 18, 2016, WASA released more than two feet of raw sewage, including sanitary, semi-industrial, and commercial waste from a nearby nursing home, hospital, and several retail operations, into Plaintiffs' homes. The feces and waste erupted up through the toilets located in the basements in each home, the force of the eruption shaking the homes to their foundations. WASA, acknowledging its responsibility for the discharge, assured Plaintiffs that WASA was in control of the cleanup. In reliance on WASA's express and implied promises and undertakings, Plaintiffs permitted WASA to enter their homes for WASA's declared purpose of addressing the contamination that WASA had caused.

2. But WASA worsened the injury. WASA's response lacked then – and continues to lack now – any management whatsoever. WASA did no testing of the contamination -- either before removing the liquid sludge from certain homes or thereafter. Without seeking or securing Plaintiffs' informed consent on the scope of WASA's work in

various Plaintiffs' homes, WASA entered the homes and removed furniture, clothing, papers, personal belongings, and fixtures, including three feet of wall covering and basement flooring, without any regard to the value of any items removed. At some homes, WASA dumped the contaminated items on the lot by the side of the house; at others, WASA hauled away what it had removed. WASA applied chemicals in these homes; but WASA has yet to identify what chemicals it used or in what amounts. WASA's workers spread fecal matter into the upstairs, in some homes carting dripping contaminated basement items through the first floor of the house. In no fewer than two homes – 1242 and 1250 Delafield Place, N.E. – WASA's workers, in violation of federal and D.C. law, stripped up asbestos-containing material ("ACM") in the floor tiling, making the ACM friable and the ambient air in the homes carcinogenic. In many homes, WASA's workers simply created a pile of trash that they then abandoned on the basement floor.

3. And then, without notice or explanation, WASA vanished. At many of Plaintiffs' homes, the basements and lots remain just as WASA left them: flooring and wallboard missing in the basements, wiring and piping exposed; contaminated furniture sitting in a bacteria-laden, mold-forming heap. Several Plaintiffs were displaced from their homes. All were (and most are) displaced from their basements. All Plaintiffs are traumatized: As after a burglary, their houses no longer feel like their homes. Even the air is now suspect. Thanksgiving and Christmas did not come to Delafield Place in 2016, and not just in spirit: For several Delafield Place families, funds that they had saved for the winter holidays they now had to divert to securing housing, heat, and hot water.

4. By letter dated December 5, 2016, and received by WASA on December 7, 2016, Plaintiffs served on WASA their Notice of Citizen Suit under Section 7002 of the

federal Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6972, under Sections 104, 112, and 310 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9604, 9612, and 9659, under Section 505 of the federal Clean Water Act (“CWA”), 33 U.S.C. § 1365, and under Section 20 of the federal Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2619.

5. WASA made no response to Plaintiffs’ Notice of Citizen Suit. Instead, in April 2017, WASA sent to many (but not all) homeowners whose home WASA had defiled, a take-it-or-leave-it offer, in each instance advising the homeowner -- without any supporting inventory or analysis whatsoever – that WASA had set a value on the personal items that WASA, in its imperial discretion, had deemed it had destroyed and then, for reasons known only to WASA, determined that the homeowner should only receive *half* of that value. And to accept that half, WASA required the homeowners to agree to free WASA of liability for *all* harm arising out of WASA’s acts and failures to act, including damage to persons and property beyond the personal items that WASA concedes it destroyed.

6. Latent damage to the homes on Delafield Place caused by WASA’s acts and failures to act are only now starting to appear as the earth thaws and the cinder block in the basements begins to off-gas. Rainwater now routinely enters the basements of the homes on Delafield Pace. Rodents are finding their way into the homes through passageways created by the separation of underground pipes from foundations caused by the tremendous shaking caused by the initial release of WASA’s sewage into the homes. The homes’ outdoor drains, engineered to drain rainwater away from the foundations, are now clogged with WASA’s sewage, and do not operate.

7. WASA's acts and failures to act have made difficult or impossible the resale of the homes on Delafield Place because Plaintiffs, and each of them, who may wish to offer their home for sale must now, as part of a home seller's mandatory and non-waivable Disclosure Form required by Municipal Regulation 17-2708, disclose to any buyer that WASA released raw sewage into the home, created a non-habitable condition through dispersal of asbestos, permitted mold and bacteria to form, and destabilized the foundations and piping throughout, including the lines connecting the home to WASA's sewage main.

8. With malice or with reckless disregard for Plaintiffs' lawful interests akin to malice, WASA has deprived the residents of Delafield Place of "the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens." 42 U.S.C. § 1981.

9. Plaintiffs are citizens who are not white.

II. PARTIES

10. Plaintiff Marquette R. Miller is a self-employed African American woman who owns her home at 1250 Delafield Place, N.E., and who worked out of the finely furnished basement of her home until she was forced out of it by WASA's acts and failures to act.

11. Plaintiff Juanita Reed, a citizen of the United States, is an African American woman employed by a District of Columbia contractor, and who owns her home at 1242 Delafield Place, where she lives with her adult son and minor granddaughter.

12. Plaintiff Regina Crump, a citizen of the United States, is an African American woman employed by a major federal contractor who owns and resides in her

home at 1241 Delafield Place, and who cares there for her sister-in-law, nephew, and ailing mother.

13. Plaintiff Barbara Lofty, a citizen of the United States, is a retired African American woman who owns her home with her husband at 1240 Delafield Place and resides there with him.

14. Plaintiff Joanna Wooten, a citizen of the United States, is a young, working African American woman who recently inherited the home she owns (and in which she resides) at 1231 Delafield Place when her mother and father died within 18 months of one another last year.

15. Plaintiff Claire Harris, a citizen of the United States, is a recently widowed African American woman who owns and resides in her home at 1235 Delafield Place.

16. Plaintiff Christine Wade, a citizen of the United States, is a working African American woman who resides at 1237 Delafield Place.

17. Plaintiff Jacqueline Bell, a citizen of the United States, is an African American woman who resides at 1256 Delafield Place.

18. Plaintiff Paula E. Singleton, a citizen of the United States, is an African American woman who resides at 1246 Delafield Place.

19. Plaintiff Tracie A. Sandifer, a citizen of the United States, is an African American woman who resides at 1227 Delafield Place.

20. Plaintiff Wilma Zanganeh, a citizen of the United States, is a retired African American woman who resides at 1248 Delafield Place with her husband, David Zanganeh, and one-year old grandson.

21. Plaintiffs Alzata C. Ross and Charles G. Ross, Sr., citizens of the United States, are an African American couple who own their home at 1238 Delafield Place and reside there with their two minor children.

22. Plaintiff Sterling Spriggs is the adult son of, with power of attorney over, Plaintiff Alvin S. Spriggs, who owns the home at 1229 Delafield Place. Both are African American, both citizens of the United States.

23. Plaintiff William Smith, a citizen of the United States, is a single African American man who owns and resides at 1234 Delafield Place.

24. Plaintiff Dorothy Johnson resides with her adult son, Plaintiff Sean Johnson, and his son, Omar, in their home at 1239 Delafield Place. All are African American, all are citizens of the United States.

25. Plaintiff Janice F. Hiligh owns her home at 1243 Delafield Place, and resides there with Erica Stannard and George Stannard. All are African American, all citizens of the United States.

26. Defendant WASA is an “independent agency” of the District of Columbia, as that phrase is defined at D.C. Code § 2-502(5), because neither the Mayor nor the Council of the District of Columbia are authorized to establish administrative procedures for WASA. WASA is required by law to “to maintain, repair, operate, . . . investigate, design, construct, and improve the . . . sewage collection, treatment, and disposal systems” in the District of Columbia. D.C. Code § 33-2202.03(14). WASA is authorized by law to be sued independently of the District of Columbia. *Id.* § 33-2202.03(1).

III. JURISDICTION AND VENUE

27. By this civil action against WASA, Plaintiffs seek substantial damages, including without limitation the fair market value of each Delafield Place home that WASA has destroyed, and preliminary and permanent injunctive relief, including:

- (a) preliminary and permanent injunctive relief under 42 U.S.C. § 1981, 1982, 1983, and § 6972(a)(1)(B), and the DCHRA;
- (b) damages under 42 U.S.C. §§ 1981, 1982, and 1983 and the DCHRA;
- (c) cost recovery and injunctive relief under CERCLA, 42 U.S.C. § 9607; and
- (d) damages under D.C. and common law;
- (e) attorneys' fees and costs, including as allowed under RCRA, CERCLA, 42 U.S.C. § 1988, and the DCHRA.

28. This Court has jurisdiction over this action pursuant to 42 U.S.C. §§ 1981, 1982, 1983, 6972(a), 9601, 9607(a), and 28 U.S.C. §§ 1331, 1346, and 2201.

29. This Court has supplemental and pendant jurisdiction over Plaintiffs' non-federal claims pursuant to 28 U.S.C. § 1367.

30. Venue is proper in the District of Columbia pursuant to 42 U.S.C. §§ 6972(a) and 9613(b), and 28 U.S.C. §§ 1391(b) and 1402(b).

IV. CONDITIONS PRECEDENT

31. Any and all conditions precedent to bringing or maintaining this civil action have been satisfied by Plaintiffs or excused or waived by WASA

V. FACTS

32. Delafield Place contains a quiet, close community of middle-class non-white families, some with children, some with aging parents, some retired, and from which many working adults leave each weekday morning to earn a living. Most of the homes along Delafield Place are row houses built in the early 1960s, each separate row containing three single-family homes. Many men and women who reside on Delafield Place have lived there for most of their adult lives. Some have lived in the community since childhood. The families on Delafield Place care and look out for one another.

33. For the better part of 18 months prior to Friday, November 18, 2016, WASA had been attempting to repair an underground water main that runs beneath the asphalt on Delafield Place. But at approximately 2pm on November 18, 2016, near the home of Marquette R. Miller at 1250 Delafield Place, WASA's experiment on Delafield Place failed, unleashing a stream of concentrated water that bore into the adjacent underground sewage main by which WASA collects and carries untreated, raw sewage and household, commercial, and semi-industrial waste from the homes on Delafield Place and beyond.

34. Within minutes, WASA's raw sewage began to erupt out of toilets affixed to the basement floor in Plaintiffs' homes along Delafield Place, each home rocking and stressed at its foundations by the extreme force of the flow. In less than a half hour, the basement of each of these homes held two to three feet of standing, raw sewage. The stench was overwhelming and nauseating; the sight, terrifying.

35. Prior to November 18, 2016, the basement in each of these homes had each been in a different state of finish, each with one or more layers of carpeting and/or tiling covering all or most of the concrete floor, and each with wood paneling or sheetrock

covering the cinder block walls, each with electrical outlets, and many with an electric heating system along the floorboard. Some basements contained living space, such as a bedroom, a lounge, or a large-screen television and couch. In another area on each basement floor was affixed the family clothes washer and drier, the home's sole hot water heater, and a furnace for heating the home. All of these fixtures and necessary household items were inundated with WASA's untreated sewage.

36. WASA's initial response to the release of the sewage was, at best, desultory. WASA stopped the water main break, shutting off both water and sewer access to the homes on Delafield Place. In the evening of November 18, 2016, one WASA manager, Marlee Franzen ("Franzen"), appeared on Delafield Place. But she provided little or no guidance on what the residents there could expect from WASA, instead spending the evening ensconced in a WASA mobile "command center" that WASA had parked out on Delafield Place and from which Franzen made telephone calls. When asked that evening whether WASA would provide drinking water for the community, Franzen replied: "We can go around the corner and open a hydrant for you." WASA workmen on site asked residents to remain calm, and assured them that WASA would take care of the cleanup.

37. But WASA gave no oversight, no management, and no practical thought or care over what happened next to or in Plaintiffs' homes and lots. WASA Sewer Supervisor Kevin Jhingory ("Jhingory") arrived on Delafield Place Saturday morning, November 19, 2016, and claimed that he had not been informed of WASA's release of raw sewage into the homes on Delafield Place the day before. The Ross family invited Jhingory into their home at 1238 Delafield Place, and into their basement there (from which Charles Ross had himself pumped out the raw sewage the day before); but Jhingory would not go down into

the basement. Instead, Jhingory stopped at the landing and, upon reviewing the Ross's basement from that safe perch, declared: "I see your damages; I see the water line up your wall. I have no need to step in it. If you ask for compensation, I will say 'pay them.'"

38. In the ensuing days, WASA sent workers into most, but not all, of the homes that WASA had contaminated. WASA did not supervise these workers. The result was a haphazard disaster in Plaintiffs' homes, for one or more of the following reasons:

(a) WASA failed to organize its workers on any scope of investigation or remediation.

(b) Prior to commencing any cleanup inside these homes, WASA failed to conduct any test of the homes on Delafield Place to assess the degree of contamination and the risk associated with removal or remediation, including the presence of asbestos in any home.

(c) During cleanup in these homes, WASA workers advised one another that the cleanup should have been handled as a "Category 3," referring to the Institute of Inspection Cleaning and Restoration Certification ("IICRC") classification level 3, which "is the worst classification and is grossly unsanitary. It could cause severe illness or death if ingested. It used to be called black water, and sources include sewer backup, flooding from rivers or streams, toilet overflow with feces, and stagnant liquid that has begun to support bacterial growth," IICRC, S-500.

(d) WASA never bothered to visit several homes, including 1252, 1243, and 1227 Delafield Place.

(e) Of those homes in which WASA did some work, WASA conducted no tests following their attempt at cleanup – WASA’s workers arrived only to remove equipment that they had left inside the homes.

(f) WASA conducted no testing on the foundations of the homes on Delafield Place or on the water and sewage pipes extending from each home to the sewer main on Delafield Place.

(g) WASA recklessly disregarded its own rules in handling the raw sewage on Delafield Place and Plaintiffs’ property contaminated by the raw sewage, including WASA’s own mandates from Commissioners' Order No. 300 417/2, dated August 3, 1944:

- i. “The handling, transportation, storage and disposal of all human excreta or body wastes removed from any privy or outhouse shall be carried out in a sanitary manner which does not endanger the public health or otherwise create a nuisance,” WASA Rule 908.3;
- ii. “Any human excreta o[r] body waste dropped or spilled in the process of collection or transportation shall be carefully taken up and the place or places where the material was dropped or spilled shall be well cleaned and disinfected,” WASA Rule 908.9;
- iii. “All boxes, cans and receptacles used for the reception, storage, or disposal of any human excreta or body wastes from any discontinued privy, outhouse, or other method or system of disposal, shall be disposed of in a manner that does not endanger the public health or otherwise create a nuisance,” WASA Rule 909.4;
- iv. “The superstructure from any discontinued privy, outhouse, method, or system for storing or disposal of any human excreta or body wastes shall be demolished and any portion which may have come in contact with any human excreta or body wastes shall be disposed of in a manner that does not endanger the public health or otherwise constitute a nuisance,” WASA Rule 909.5.

(h) In the course of WASA’s botched attempt to address WASA’s release of raw sewage in the homes on Delafield Place, WASA’s workers tracked

fecal matter into areas of the homes on Delafield Place that had not been contaminated by the initial deluge of raw sewage, and WASA's workers did not bother to clean up their tracks.

(i) WASA removed valuable personal items from the basement of homes, setting some of the items outside without protection from the elements, leaving some items inside the basement without having been decontaminated, or taking some items to the junkyard, all without the homeowners' prior knowledge or consent.

(j) In at least three homes, as part of WASA's botched attempt at cleanup, WASA attempted to remove floor tiling without having done any test as required by federal and D.C. law to determine whether the tiling constituted ACM; each of these homes must now be remediated for friable asbestos, a hazardous waste, known carcinogen, and public health hazard created by WASA and WASA alone.

(k) For 7 to 10 days after November 18, 2016, WASA ran high-powered blowers in the basement of the homes in which WASA had worked, blowing fecal matter, mold, and (in several homes) friable asbestos throughout the house, all power for WASA's blowers coming from the homes without any attempt by WASA to reimburse the homeowners for the cost of the electricity that WASA had used.

(l) WASA sent one man – Robert Kelly (“Kelly”) – to appraise the personal items in each of the homes, which he performed dutifully, at all times wearing a surgical mask and other protective gear and paraphernalia, until he fell ill from inhaling contaminants at 1229 Delafield Place.

(m) WASA left contaminated waste in the homes on Delafield Place.

(n) WASA never replaced the wall board and flooring it removed from the basements in the homes on Delafield Place, and has never offered to replace these fixtures.

(o) WASA never checked to determine to what extent, if any, the furnaces, clothes washers, and hot water heaters that were inundated by WASA's sewage bilge were affected by the contaminants, and whether these fixtures were or are continuing sources for dispersing contamination through the homes.

(p) The basement area bathrooms containing the toilets from which WASA's sewage erupted remain encrusted with hardened sewage sludge, never to return to their state of cleanliness prior to November 18, 2016.

(q) WASA has failed or refused to check the integrity of pipes, including clay drain pipes, that attach from Plaintiffs' homes to the sewer main running beneath Delafield Place, even though WASA has acknowledged that the force of the water running back into Plaintiffs' homes on November 18, 2016, had undermined the integrity of these pipes.

39. In all of its dealings with or towards Plaintiffs since November 18, 2016, WASA has violated its own rules for addressing fecal matter and related waste, violated District of Columbia and federal law directing WASA's lawful response to WASA's release of raw sewage and ACM, violated the District of Columbia Human Rights Act, D.C. Code § 2-1402.01, *et seq.* ("DCHRA), violated Plaintiffs' civil rights under the Due Process and Equal Protection Clauses of the United States Constitution, as those rights are protected under 42 U.S.C. §1981, §1982, and § 1983, violated common law in spoliating

evidence that Plaintiffs would otherwise use to prove WASA's wanton destruction of Plaintiffs' real and personal property, and injured Plaintiffs by causing bodily and emotional injury and the destruction of property, both real and personal, including the loss of Plaintiffs' sense of neighborhood, tranquility, emotional well-being, and the value of their irreplaceable keepsakes, vicinage, and their cherished homes.

40. The following facts allege unique injuries to one more Plaintiffs due to WASA's acts and failures to act.

A. Marquette R. Miller, 1250 Delafield Place

41. Prior to November 18, 2016, Marquette R. Miller ("Miller") had remodeled her entire home, including the basement, which Miller had begun to use as a hair salon.

42. As a result of WASA's acts and failures to act, Miller was forced to live out of her home for the better part of three months and to discontinue her work in the basement.

43. WASA removed and disposed of Miller's belongings that WASA, in its sole discretion, determined were contaminated.

44. WASA tracked fecal matter throughout Miller's home.

45. WASA failed to remove all bacteria and mold caused by the presence of WASA's raw sewage in Miller's home.

46. WASA caused asbestos tiling in Miller's home to become friable, contaminating the air space in her home and making her home uninhabitable.

47. Miller lost the business in which she had invested her life savings as a direct result of WASA's acts and failures to act.

B. Junita Reed, 1242 Delafield Place

48. As a result of WASA's acts and failures to act, Juanita Reed ("Reed") was forced to close her son's basement bedroom and all his possessions in it.

49. WASA removed and disposed of Reed's belongings that WASA, in its sole discretion, determined were contaminated.

50. WASA tracked fecal matter throughout the first floor of Reed's home.

51. WASA failed to remove all bacteria and mold caused by the presence of WASA's raw sewage in Reed's home.

52. WASA caused asbestos tiling in Reed's home to become friable, contaminating the air space in her home and making her home uninhabitable.

53. Reed's entire wardrobe, an extensive collection of women's wear collected over a decade, is contaminated by WASA's raw sewage and the asbestos fibers that WASA made friable in Reed's home.

54. The basement bedroom remains today as it looked the day that WASA's untreated sewage entered it, as Reed has received no instruction from WASA on how to manage the devastation in her home.

C. Regina Crump, 1241 Delafield Place

55. The force of the initial surge of raw sewage into the home owned by Regina Crump ("Crump") caused the walls to crack and the foundation to shift.

56. Since the warm weather in D.C., rodents are finding their way into Crump's basement – whereas before November 18, 2016, there were no rodents in Crump's home.

57. After visiting Crump's home to conduct a cleanup – which WASA designed and conducted without input from Crump -- WASA left contaminated items in a heap on the floor in Crump's basement.

58. WASA removed and disposed of Crump's belongings that WASA, in its sole discretion, determined were contaminated – without notice to Crump and without Crump's consent.

59. WASA tracked fecal matter throughout Crump's home.

60. WASA failed to remove all bacterial and mold caused by the presence of WASA's raw sewage in Crump's home.

61. Crump's wardrobe, and extensive collection of purses and women's wear collected over years, are contaminated beyond salvage by WASA's raw sewage.

62. As a result of WASA's acts and failures to act, Crump was forced to close her basement bedroom and living area and cease use of all of her possessions in it.

63. Crump injured her right arm while attempting to salvage sewage contaminated items from her basement.

64. On or about March 23, 2017, Crump received a letter from WASA, declaring without inventory or analysis that the personal property that WASA had damaged in Crump's home was worth not more than \$3,610.44, and offering to pay Crump \$1,805.22 if, and only if, Crump would release WASA in full for all damages that WASA had caused, not just personal property.

D. Barbara Lofty, 1240 Delafield Place

65. WASA's workmen brought sewage and contaminated items through the sitting room on the first floor of the home that Barbara Lofty ("Lofty") owns and lives in with her husband.

66. The sewage in her basement destroyed her furnace, and Lofty was forced to relocate to sleep in the evenings for the better part of several weeks.

67. While a WASA work crew was scraping floor tiling from Lofty's basement floor, a foreman for WASA came upstairs from the basement with a sample of tile, showing it to Lofty and asking if he could test it for asbestos. Lofty agreed; but never heard from WASA or the foreman again on the issue.

68. WASA's high-powered blowers heated and blew sewage bilge throughout the basement, annealing the sewage onto the surface of the walls and fixtures therein.

69. Lofty lost everything in her basement, including irreplaceable, antique Christmas decorations that she had accumulated over a lifetime.

E. Joanna Wooten, 1231 Delafield Place

70. WASA never came to the home of Joanna Wooten ("Wooten") at 1231 Delafield Place to investigate or to clean up the sewage sludge in the basement there.

71. Instead, WASA sent Kelly to the home to conduct an appraisal of items damaged by the sewage, including irreplaceable items that Wooten inherited from her parents.

72. To date, Wooten has yet to receive any further paperwork from WASA, including any offer on the personal items that WASA destroyed.

F. Clare Harris, 1235 Delafield Place

73. Prior to November 18, 2016, Claire Harris (“Harris”) had stored the precious items left to her by her husband and collected over a lifetime in the basement of her home at 1235 Delafield Place, including a piano.

74. These items were damaged beyond repair by the sewage that WASA permitted to be released into Harris’s basement on November 18, 2106.

75. WASA did not come to Harris’s home to remove the sewage in her basement.

76. Instead, Harris hired her own contractor, expending in more than \$15,000.

77. On or about March 23, 2017, Harris received a letter from WASA, declaring without inventory or analysis that the personal property that WASA had damaged in Harris’s home was worth not more than \$4,258.05, and offering to pay Harris \$2,129.03 if, and only if, Harris would release WASA in full for all damage that WASA had caused, not just personal property.

G. Christine Wade, 1237 Delafield Place

78. At all times prior to November 18, 2016, Christine Wade (“Wade”) resided at 1237 Delafield Place with her adult brother, who is disabled.

79. At the time the sewage began, Wade’s brother was in the basement, where he kept his room.

80. Wade was unable to move her brother, and had to call Fire and Rescue service to her home to remove him that day.

81. Everything in Wade’s basement was destroyed, including her brother’s entire wardrobe.

H. Dorothy Johnson and her adult son, Sean Johnson, 1239 Delafield Place

82. On the night of November 18, 2016, Sean Johnson waded through the sewage in his basement at 12439 Delafield Place to gather, some photos, coins, and collectible currency and to try to salvage his minor son Omar's electronic equipment.

83. But he had to stop short: It was too overwhelming. Sean's, Dorothy, suffers from respiratory issues, Omar suffers from asthma, and Sean suffers from angioedema. Sean salvaged what he could until he had to stop out of fear that he might contract a severe allergic reaction spending too much time around the contaminated sewage, as he had no idea what contaminants the sewage contained.

84. Dorothy Johnson requires a wheelchair to get around her home at 1239 Delafield Place.

85. The sewage that erupted into her home took out the electrical unit for the motorized electric chair lift used to carry Ms. Johnson from floor to floor.

86. The Johnsons stored everything they had in the basement of their home, including antique quilts, that Ms. Johnson's mother (Sean's grandmother) had knitted for Sean and each of his two brothers when they were born.

87. Suits once worn by Ms. Johnson's deceased husband's, and which still contained the scent of the cologne he wore, were destroyed by the stench of the sewage, and will never be the same.

88. Because the sewage took out the furnace in the home, the Johnsons were forced to relocate for several days.

89. The Johnsons did not have hot water in the house for nearly two weeks.

90. Because the sewage took out the clothes washer and dryer, the Johnsons were forced to go to a laundromat for weeks.

I. Paula Singleton, 1246 Delafield Place

91. Paula Singleton (“Singleton”), who owns and resides in 1246 Delafield Place, wrote to WASA on December 6, 2016, by email, advising WASA of all that WASA had destroyed or damaged in her home on November 18, 2016, including a sofa and matching chair, dry wall throughout the basement, wood flooring that had been installed in September 2016, the hot water heater, the furnace, the washing machine, a silk screen, hassocks, clothes, linen, household items, and family photos and records.

92. Singleton also pointed out to WASA in her email: (a) that she had allowed WASA to come into her home on November 19, 2016, to conduct a cleanup, but that WASA only partially cleaned the basement floor and left “five fans in the basement to dry out the water damaged walls, floor, and other items”; (b) that a week later, after repeated phone calls by Singleton to WASA, WASA returned and realized that there was still sewage sludge on the basement floor; and (c) that WASA then removed the new wood flooring and two feet of dry wall throughout the basement.

93. WASA did not return to Singleton’s home to make any further repair to her home, including to replace the flooring or dry wall that WASA had removed.

94. Singleton hired a separate contractor to install a new hot water heater and to unclog the basement toilet and the drains leading from her home.

95. To date, WASA has not responded to Singleton’s email of December 6, 2016.

J. Wilma Zanganeh, 1248 Delafield Place

96. The sewage in the basement of 1248 Delafield Place, owned by Wilma Zanganeh (“Zanganeh”), was so deep and the pressure so high that a neighbor had to break into the basement door to let the sewage out the back.

97. Zanganeh lost everything in the basement: walls, door, furniture, washer, dryer, furnace, water heater, and untold personal property and heirlooms, which WASA removed and destroyed as part of its haphazard effort to clean up the contamination.

98. On or about March 23, 2017, Zanganeh received a letter from WASA (addressed to a former owner, Arnethea Patterson), declaring without inventory or analysis that the personal property that WASA had damaged in Zanganeh’s home was worth not more than \$12,608.44, and offering to pay Zanganeh \$6,304.22 if, and only if, Zanganeh would release WASA in full for all damage that WASA had caused, not just for personal property.

K. Alzata and Charles G. Ross, Sr., 1238 Delafield Place

99. Alzata and Charles G. Ross, Sr. (“Ross”), who own and live in 1238 Delafield Place with their two young boys, have yet to recover from the trauma of WASA’s failed clean-up effort.

100. One of their boys had his bedroom in the basement of the Ross’s home, and he has not been able to return to the basement, as it yet contains contaminated furniture that WASA left there.

101. WASA removed the flooring and up to three feet of wall, and has yet to advise the Ross family how, if at all, WASA intends to repair either.

102. WASA removed the flooring, wall materials, and numerous personal items from the Ross's basement to the side of their home, where it remains today.

103. WASA has provided the Ross family no guidance on how to dispose of the contaminated items.

104. Mrs. Ross remains traumatized, and finds that no matter how often she showers she cannot make herself feel clean in her own home.

105. On or about March 23, 2017, the Rosses received a letter from WASA, declaring without inventory or analysis that the personal property that WASA had damaged in the Ross's home was worth not more than \$7,313.85, and offering to pay the Rosses \$3,656.93 if, and only if, the Rosses would release WASA in full for all damage that WASA had caused, not just personal property.

L. Sterling Spriggs, 1229 Delafield Place

106. Sterling Spriggs ("Spriggs"), attorney-in-fact and son of Alvin Spriggs, who owns 1229 Delafield Place, was preparing to move his adult sons into the home when WASA's untreated sewage entered the house.

107. Spriggs permitted WASA to enter the house for purposes of cleaning up the contamination.

108. However, WASA left contaminated furniture and other items in a heap on the basement floor,

109. When WASA sent Kelly to 1229 Delafield Place to conduct an appraisal, Kelly reported to Charles Ross that Kelly lifted a plastic cover on the furniture therein and immediately fell ill – even though Kelly was wearing a protective mask.

110. On or about March 23, 2017, Spriggs received a letter from WASA, declaring without inventory or analysis that the personal property that WASA had damaged in Spriggs's home was worth not more than \$6,515.22, and offering to pay Spriggs \$3,257.61 if, and only if, Spriggs would release WASA in full for all damage that WASA had caused, not just for personal property.

M. William Smith, 1234 Delafield Place

111. William Smith, who owns and resides in 1234 Delafield Place, suffers from asthma and requires oxygen to breath.

112. Smith invited WASA into his home to allow WASA to conduct a cleanup of the basement there after WASA's raw sewage entered his home.

113. WASA place most of Smith's personal items on the side of his home, near an alleyway.

114. In late February 2017, the personal items that WASA had left outside of Smith's home was vandalized, the robbers taking anything of any value.

115. On or about March 23, 2017, Smith received a letter from WASA, declaring without inventory or analysis that the personal property that WASA had damaged in Smith's home was worth not more than \$23,821.31, and offering to pay Smith \$11,910.57 if, and only if, Smith would release WASA in full for all damage that WASA had caused, not just for personal property.

N. Hiligh and Stannard, 1243 Delafield Place

116. Janice Hiligh ("Hiligh") rents her home at 1243 Delafield Place, and lives there with her daughter Erica Stannard, Erica's husband, George Stannard, and the Stannards' two minor sons.

117. Prior to November 18, 2016, the Stannards resided in the basement of the home.

118. At that time, both Erica and George Stannard were asthma patients. Their 17-year old had and continues to suffer from blood platelet disorder.

119. Hiligh and the Stannards had not lived in the home for more than a year when WASA's sewage entered the basement there. Many of their belongings remained unpacked in boxes on the basement floor.

120. Erica Stannard and her son attempted to salvage as much as possible on November 18, 2016.

121. As a result of her efforts on that day, Erica Stannard has been treated, and continues to be treated, for persistent headache, nausea, dizziness, and lethargy.

COUNT I
VIOLATION OF CIVIL RIGHTS
(42 U.S.C. § 1981)

122. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

123. The Civil Rights Act of 1866, first enacted and then reenacted by Congress following the Civil War and during Reconstruction to further the goals of the Thirteenth and Fourteenth Amendments to the United States Constitution, guarantees that:

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

42 U.S.C. § 1981.

124. By its conduct in response to its release of raw, untreated sewage into the homes on Delafield Place, all owned and occupied by non-white citizens, WASA deprived Plaintiffs, and each of them, of their rights “to make and enforce contracts . . . [to] give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens,” as guaranteed by 42 U.S.C. § 1981.

125. At all times relevant to this Complaint, WASA’s conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs’ lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA’s violation 42 U.S.C. § 1981, including compensatory damages, consequential damages, punitive damages, and attorneys’ fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA has caused on Delafield Place, including by arranging and paying for the medical monitoring of the citizens affected by WASA’s conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys’ fees, to which Plaintiffs may be entitled, pursuant to 42 U.S.C. § 1988 or otherwise.

COUNT II
VIOLATION OF CIVIL RIGHTS
(42 U.S.C. § 1982)

126. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

127. The Civil Rights Act of 1866, first enacted and then reenacted by Congress following the Civil War and during Reconstruction to further the goals of the Thirteenth and Fourteenth Amendments to the United States Constitution, guarantees that:

All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.

42 U.S.C. § 1982.

128. By its conduct in response to its release of raw, untreated sewage into the homes on Delafield Place, all owned or occupied by non-white citizens, and all containing personal property owned or possessed by non-white citizens, WASA deprived Plaintiffs, and each of them, of their rights “to hold” and/or “to convey” real and personal property “as is enjoyed by white citizens,” as guaranteed by 42 U.S.C. § 1982.

129. At all times relevant to this Complaint, WASA’s conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs’ lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA’s violation 42 U.S.C. § 1982, including compensatory damages, consequential damages, punitive damages, and attorneys’ fees and costs incurred

in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA caused on Delafield Place, including by arranging for and paying the medical monitoring of the citizens affected by WASA's conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled, pursuant to 42 U.S.C. § 1988 or otherwise.

**COUNT III
VIOLATION OF CIVIL RIGHTS
(42 U.S.C. § 1983)**

130. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

131. The Civil Rights Act of 1871, first enacted by the United States Congress following the Civil War and during Reconstruction to further the goals of the Fourteenth Amendment to the United States Constitution, guarantees that:

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia

42 U.S.C. § 1983.

132. By its conduct in response to its release of raw, untreated sewage into the homes on Delafield Place, all owned or occupied by non-white citizens, and all containing

personal property owned or possessed by non-white citizens, WASA under color of D.C. law deprived Plaintiffs, and each of them, of their rights, privileges, and/or immunities under the due process and equal protection clauses of the Fourteenth Amendment to the United States Constitution, including by WASA's deliberate indifference to Plaintiffs' serious medical needs, and WASA's arbitrary and capricious response to the injury that WASA caused on Delafield Place.

133. At all times relevant to this Complaint, WASA's conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA's violation 42 U.S.C. § 1983, including compensatory damages, consequential damages, punitive damages, and attorneys' fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA caused on Delafield Place, including by arranging for and paying the medical monitoring of the citizens affected by WASA's conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled, pursuant to 42 U.S.C. § 1988 or otherwise.

**COUNT IV
VIOLATION OF CIVIL RIGHTS
(DCHRA)**

134. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

135. The DCHRA provides:

Every individual shall have an equal opportunity to participate fully in the economic, cultural and intellectual life of the District and to have an equal opportunity to participate in all aspects of life, including, but not limited to, in employment, in places of public accommodation, resort or amusement, in educational institutions, in public service, and in housing and commercial space accommodations.

D.C. Code § 2-1402.01.

136. The DCHRA further provides:

It shall be an unlawful discriminatory practice to do any of the following acts, wholly or partially for a discriminatory reason based on the actual or perceived: race, color, . . . , national origin, sex, age, marital status, personal appearance, . . . familial status, family responsibilities, disability, . . . political affiliation, source of income, . . . or place of residence or business of any individual:

- (1) [To] refuse or fail to initiate or conduct any transaction in real property . . . ;
- (3) To appraise a property . . . ; [or]
- (6) To discriminate in any financial transaction involving real property, on account of the location or residence or business (i.e. to “red-line”).

D.C. Code § 2-1402.21(a)(1), (3), and (6).

137. The DCHRA further provides: “Any practice which has the effect or consequence of violating any of the provisions of [the DCHRA] shall be deemed to be an unlawful discriminatory practice.” D.C. Code § 2-1402.68.

138. By its conduct in response to its release of raw, untreated sewage into the homes on Delafield Place, all owned or occupied by non-white citizens, and all containing personal property owned or possessed by non-white citizens, WASA violated the DCHRA, including D.C. Code § 2-1402.21(a)(1), (3) and/or (6).

139. WASA's conduct in response to its release of raw, untreated sewage into the homes on Delafield Place, all owned or occupied by non-white citizens, and all containing personal property owned or possessed by non-white citizens, had the effect or consequence of violating the DCHRA, including D.C. Code § 2-1402.21(a)(1), (3) and/or (6).

140. At all times relevant to this Complaint, WASA's conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA's violation the DCHRA, including compensatory damages, consequential damages, punitive damages, and attorneys' fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA caused on Delafield Place, including by arranging for and paying the medical monitoring of the citizens affected by WASA's conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled, pursuant to D.C. Code § 2-1403.16 or otherwise.

COUNT V
VIOLATION OF RCRA: CITIZENS' SUIT
(42 U.S.C. § 6972(a)(1)(B))

141. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

142. WASA is a "person" within the meaning of RCRA, 42 U.S.C. § 6903(15).

143. Raw, untreated sewage constitutes "hazardous waste" within the meaning of RCRA, 42 U.S.C. § 6903(15).

144. Home structures, fixtures, personal belongings, clothing, and/or furniture contaminated with raw, untreated sewage constitutes "hazardous waste" within the meaning of RCRA, 42 U.S.C. § 6903(15).

145. Friable asbestos constitutes "hazardous waste" within the meaning of RCRA, 42 U.S.C. § 6903(15).

146. Home structures, fixtures, personal belongings, clothing, and/or furniture contaminated with friable asbestos constitutes "hazardous waste" within the meaning of RCRA, 42 U.S.C. § 6903(15).

147. The homes and lots on Delafield Place continue to contain hazardous waste that WASA introduced and which continues to present an "imminent and substantial endangerment to human health or the environment," as that phrase is used by Congress and the Courts under RCRA, 42 U.S.C. § 6972(a)(1)(B).

148. At all times relevant to this Complaint, WASA's conduct as to Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA be ordered to address the contamination that WASA has caused, and which continues to subject the residents of Delafield Place to substantial and imminent harm, including by arranging and paying for the medical monitoring of all those, including Plaintiffs, affected by WASA's conduct and WASA's hazardous waste;

B. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA's violation of RCRA, including compensatory damages, consequential damages, punitive damages, and attorneys' fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs are entitled.

COUNT VI
CERCLA LIABILITY
(42 U.S.C. § 9601, et seq.)

149. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

150. WASA is a "person" within the meaning of CERCLA, 42 U.S.C. § 9601(21).

151. WASA is an “owner” and/or “operator” under CERCLA, 42 U.S.C. § 9601(20)(A), of the sewage and water lines running beneath the surface of Delafield Place and of which WASA has complete dominion and control as a matter of law.

152. Raw, untreated sewage constitutes a “hazardous substance” within the meaning of CERCLA, 42 U.S.C. § 9601(14).

153. The sewage main running beneath the surface of Delafield Place, containing raw sewage, and of which WASA had and continues to have complete dominion and control as a matter of law, is a “facility” within the meaning of CERCLA, 42 U.S.C. § 9601(9).

154. That portion of each lot on Delafield Place where WASA, in its sole discretion, determined to deposit, store, or abandon hazardous substances that WASA had removed from the basement of each home on Delafield Place is a “facility” within the meaning of CERCLA, 42 U.S.C. § 9601(9).

155. Home structures, fixtures, personal belongings, clothing, and/or furniture contaminated with raw, untreated sewage constitute “hazardous substances” within the meaning of CERCLA, 42 U.S.C. § 9601(14).

156. By allowing its raw, untreated sewage to enter the homes on Delafield Place through WASA’s underground sewage system, WASA released one or more hazardous substances into the homes on Delafield Place.

157. By permitting its workers to spread WASA’s untreated sewage from beyond the basement of the homes on Delafield Place, WASA released, threatened to release, or arranged for the disposal of one or more hazardous substances into the homes on Delafield Place.

158. By disposing on Plaintiffs' lots on Delafield Place their personal items, including furniture, clothing, and other items that WASA had contaminated with its raw sewage, WASA arranged for the disposal of one or more hazardous substances on the lots on Delafield Place.

159. Plaintiffs, and each of them, have incurred cost in responding to the release and/or continued threatened release of hazardous substances in their homes on Delafield Place and/or on their lots on Delafield Place.

160. Under CERCLA, 42 U.S.C. § 107(a), WASA, and WASA alone, is liable to Plaintiffs, and each of them, for Plaintiffs' cost of response.

161. At all times relevant to this Complaint, WASA's conduct as to Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA be ordered to address the contamination that WASA has caused on Delafield Place, including by arranging and paying for the medical monitoring of the citizens affected by WASA's conduct; and

B. That WASA shall pay or reimburse to Plaintiffs, and each of them, all costs and damages proximately caused by WASA's conduct, all in an amount to be proven at trial and to the maximum extent allowed by law; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs are entitled.

COUNT VII
VIOLATION OF TSCA: CITIZENS' SUIT
(15 U.S.C. § 2619, *et seq.*)

162. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

163. WASA is a “person” within the meaning of TSCA, 15 U.S.C. § 2619(a).

164. One or more Plaintiffs bring this action to restrain WASA from violating or continuing to violate any rule for the handling of asbestos, raw, untreated sewage, or any other chemical regulated by TSCA that WASA introduced into Plaintiffs’ homes or lots.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA be ordered to cease and desist from handling asbestos, raw, untreated sewage, or any other chemical that WASA introduced into or on Plaintiffs’ homes or lots, including by arranging and paying for the medical monitoring of the citizens affected by WASA’s conduct; and

B. That WASA shall pay or reimburse to Plaintiffs, and each of them, all costs and damages proximately caused by WASA’s conduct, all in an amount to be proven at trial and to the maximum extent allowed by law; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys’ fees, to which Plaintiffs are entitled.

COUNT VIII
VIOLATION OF D.C. ASBESTOS RULES
(D.C. Code § 8-111.01, *et seq.*)

165. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

166. WASA is a “person” within the meaning of D.C. Code § 8-111.01(9).

167. Under D.C. Code § 8-111.04(c)(2), WASA is and was required to treat removal of ACM and other activity involving resilient floor covering materials in the same manner as prescribed under applicable federal asbestos requirements, including the National Emission Standard for Hazardous Air Pollutants for Asbestos as promulgated by the United States Environmental Protection Agency.

168. In removing ACM from one or more Plaintiff’s homes on Delafield Place, WASA failed to follow and otherwise violated D.C. law on the inspection, removal, and destruction of ACM.

169. Plaintiffs, and each of them, have incurred cost in responding to WASA’s violation of D.C. law respecting ACM inspection, removal, and destruction.

170. Under D.C. law, WASA, and WASA alone, is liable to Plaintiffs, and each of them, for Plaintiffs’ cost of response.

171. At all times relevant to this Complaint, WASA’s conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs’ lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA be ordered to address the contamination that WASA has caused on Delafield Place, including by arranging and paying for the medical monitoring of the citizens affected by WASA's conduct; and

B. That WASA shall pay or reimburse to Plaintiffs, and each of them, all costs and damages proximately caused by WASA's conduct, all in an amount to be proven at trial and to the maximum extent allowed by law; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs are entitled.

**COUNT IX
NEGLIGENCE**

172. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

173. For the 18 months prior to November 18, 2016, in which WASA was attempting to repair underground water and sewer lines on Delafield Place, WASA owed a duty of reasonable care to Plaintiffs, all resident on Delafield Place, including a duty not to allow the release of raw, untreated sewage into the homes on Delafield Place, and/or a duty to warn Plaintiffs that the release of sewage or water was possible.

174. At all times on and after approximately 2pm ET on November 18, 2016, WASA owed a duty of reasonable care in WASA's attempt to address its release of raw, untreated sewage into Plaintiffs' homes on Delafield Place.

175. At all times, both before and after WASA's release of sewage into Plaintiffs' homes, Plaintiffs were in a zone of danger known to WASA but which risk of danger WASA withheld from Plaintiffs, and each of them.

176. Plaintiffs, and each of them, relied to their detriment on WASA's attempt to address the release of WASA's raw, untreated sewage into Plaintiffs' homes.

177. WASA's undertaking to address the raw sewage in Plaintiffs' homes implicated Plaintiffs' emotional well-being, there being an especially likely risk that WASA's negligence in undertaking to address sewage sludge in Plaintiffs' homes would cause serious emotional distress to Plaintiffs, and each of them.

178. WASA's acts and omissions breached its duty of reasonable care to Plaintiffs through conduct that was negligent.

179. WASA breached its duty of reasonable care to Plaintiffs through conduct that was grossly negligent.

180. WASA breached its duty of reasonable care to Plaintiffs through conduct that was reckless or wanton.

181. As a proximate result of WASA's breach of its duty of reasonable care owed to Plaintiffs, each Plaintiff has suffered injury, including loss of property, both real and personal, annoyance, discomfort, and emotional distress.

182. At all times relevant to this Complaint, WASA's conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA's breach of its duty of reasonable care towards Plaintiffs and their interests, including compensatory damages, consequential damages, punitive

damages, and attorneys' fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA caused on Delafield Place, including by arranging for and paying the medical monitoring of the citizens affected by WASA's conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled.

**COUNT X
TRESPASS**

183. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

184. WASA's release of raw, untreated sewage into Plaintiffs' homes constituted an intrusion upon or to Plaintiffs' possessory interests in their homes.

185. WASA's release of the sewage occurred through one more physical acts by WASA.

186. WASA's release of raw, untreated sewage into Plaintiffs' homes was without Plaintiffs' consent.

187. As a proximate result of WASA's trespass, each Plaintiff has suffered injury, including loss of property, both real and personal, annoyance, discomfort, and emotional distress.

188. At all times relevant to this Complaint, WASA's conduct towards Plaintiffs was outrageous, WASA acting with malice or with reckless disregard for Plaintiffs' lawful interests akin to malice.

WHEREFORE, Plaintiffs, and each of them, respectfully request one or more orders of this Court and final judgment requiring:

A. That WASA shall pay to Plaintiffs, and each of them, all damages proximately caused by WASA's trespass, including compensatory damages, consequential damages, punitive damages, and attorneys' fees and costs incurred in connection with this action, all in an amount to be proven at trial and to the maximum extent allowed by law; and

B. That WASA be ordered to address the injuries that WASA caused on Delafield Place, including by arranging for and paying the medical monitoring of the citizens affected by WASA's conduct; and

C. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled.

**COUNT XI
DECLARATORY JUDGMENT**

189. Plaintiffs incorporate by reference and restate here their allegations in Paragraphs 1 through 121 above.

190. This is a claim for declaratory judgment for the purpose of determining a question of actual controversy between the Plaintiffs, and each of them, and WASA.

191. An actual controversy has arisen and now exists between Plaintiffs and WASA in that Plaintiffs contend and WASA denies or will likely deny:

(a) That as between Plaintiffs and WASA, responsibility for injury to Plaintiffs, their homes, and possessions rests entirely on persons other than Plaintiffs, in particular on WASA; and

(b) that, as a result, WASA is obligated to Plaintiffs for any and all damages arising out of WASA's acts and failures to act as to Plaintiffs and in connection with WASA's release of raw, untreated sewage into Plaintiffs' homes on November 18, 2016.

192. Plaintiffs are entitled to a declaratory judgment that WASA is liable to Plaintiffs, and each of them, for the costs and damages incurred and to be incurred in the future, together with interest thereon, arising out of the events of November 18, 2016, on Delafield Place.

WHEREFORE, Plaintiffs respectfully request one or more orders of this Court and final judgment declaring:

A. That WASA is liable to Plaintiffs for the costs incurred and to be incurred in the future as a result of WASA's acts and omissions in connection with the release of raw, untreated sewage into Plaintiffs' homes on November 18, 2016; and

B. That Plaintiffs, and each of them, be awarded such other and further equitable or legal relief from WASA, including interest, costs, and attorneys' fees, to which Plaintiffs may be entitled.

JURY DEMAND

Plaintiffs, and each of them, demand a trial by jury of all issues triable by a jury.

Dated: May 7, 2017
Washington, D.C.

Respectfully Submitted,

ROTBERT BUSINESS LAW P.C.

By: /s/ Mitchell J. Rotbert
Mitchell J. Rotbert
D.C. Bar No. 420430

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