

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA  
Civil Division

EDGE INVESTMENT, LLC  
1209 Glen Mill Road  
Potomac, MD 20854,

*Plaintiff,*

v.

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

(1) THE DISTRICT OF COLUMBIA  
Serve On:  
Mayor Muriel Bowser  
1350 Pennsylvania Avenue, N.W.  
Suite 600  
Washington, D.C. 20004

and

Karl A. Racine, Esq.  
441 4th Street N.W.  
Suite 600 South  
Washington, D.C. 20001,

- (2) D.C. WATER AND SEWER AUTHORITY  
5000 Overlook Avenue, S.W.  
Washington, D.C. 20032,
- (3) UNKNOWN D.C. WATER CO-CONSPIRATOR #1  
Address Unknown,
- (4) GILBERT DAVIDSON  
8307 Surrats Road, Suite 101  
Clinton, MD 20735,
- (5) TODD J. STARKE  
5217 Banks Place N.E.  
Washington, D.C. 20019,
- (6) UNKNOWN DCRA CO-CONSPIRATOR NO. 1  
Address Unknown,

- (7) GEORGE S. HAWKINS  
908 French Street, N.W. Apt. B  
Washington, D.C. 20001,
- (8) RABBIAH SABBAKHAN  
417 Nicholson Street. N.W.  
Washington, D.C. 20011,
- (9) PAUL E. WATERS  
1236 4<sup>th</sup> Street, N.W.  
Washington, D.C. 20001,
- (10) CELTIC DEMOLITION, INC.  
2050 Ballenger Avenue  
Suite 200  
Alexandria, VA 22314,
- (11) ALL OTHER UNKNOWN CO-CONSPIRATORS,  
Addresses Unknown,

*Defendants.*

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW the Plaintiff, Edge Investment, LLC (“Edge”), by counsel, and hereby files its Complaint against multiple Defendants and unknown co-conspirators for: violations of substantive due process; violations of procedural due process; conspiracy to violate due process; unconstitutional takings of private property; inverse condemnation, violations of the Racketeering Influenced and Corrupt Organizations Act; declaratory judgments; negligent supervision; negligence, trespass; to quiet title; and to enjoin a trespass. Edge also demands trial by jury as to its Complaint. In support of its Complaint, Edge asserts as follows:

### JURISDICTION AND VENUE

1. This Court has federal question subject matter jurisdiction and supplemental jurisdiction pursuant to 28 U.S. Code §§ 1331, 1367 and 2201, 18 U.S.C. §§ 1961-68, and 42 U.S.C. §§ 1983 and 1985(3).

2. Venue is proper in this Court pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1391 because all the defendants are subject to personal jurisdiction in this judicial district, reside in this district, and a substantial part of the events or omissions upon which Edge's claims are based occurred in this judicial district.

### PARTIES

3. Plaintiff Edge Investment, LLC ("Edge") is a domestic limited liability company that owns the real property located at 1744 D Street, N.E. in Washington, D.C. (the "Property"), which is also known as Square 4546, Lot 168 (the "Edge Lot").

4. Defendant No. 1, the District of Columbia ("the District") is a municipal corporation whose address is 1350 Pennsylvania Avenue, N.W., Suite 600, Washington, D.C.

5. Defendant No. 2, the District of Columbia Water and Sewer Authority ("D.C. Water") is an independent agency of the District of Columbia that has a principal place of business in the District at 5000 Overlook Avenue, S.W., Washington, D.C. 20032.

6. Defendant No. 3, Unknown D.C. Water Co-Conspirator No. 1, is believed to be an individual that was employed by D.C. Water.

7. Defendant No. 4, Gilbert Davidson, is an individual that is believed to reside in Maryland and is currently an employee of the District's Department of Consumer & Regulatory Affairs ("DCRA").

8. Defendant No. 5, Todd J. Starke, is an individual that resides in the District and is currently employed by the DCRA.

9. Defendant No. 6, Unknown DCRA Co-Conspirator No. 1, is an individual that was employed, and may now still be employed, as an attorney with the General Counsel's Office of DCRA.

10. Defendant No. 7, George S. Hawkins, is an individual that resides in the District and is the CEO and General Manager for D.C. Water.

11. Defendant No. 8, Rabbiah Sabbakhan is an individual that resides in the District and was formerly employed as the Chief of Building Code Enforcement at DCRA from October 2014 through April 2015.

12. Defendant No. 9, Paul E. Waters, is an individual that resides in the District and is currently employed with DCRA as the Deputy Director for Enforcement and Legislative Affairs.

13. Defendant No. 10, Celtic Demolition, Inc. ("Celtic") is a Virginia corporation that transacts business in the District and has a principal place of business at 2050 Ballenger Avenue, Suite 200, Alexandria, Virginia 22314.

14. The Defendants named "All Other Unknown Co-Conspirators" are individuals whose names and addresses are not known to Edge, but are believed to have participated in the conspiracy against Edge.

#### STATEMENT OF FACTS APPLICABLE TO ALL COUNTS

##### The NEBTS, D.C. Water and the District's Failure to Record an Easement for It, and Their Failure To Protect It

15. On information and belief, D.C. Water is authorized to operate the Northeast Boundary Tunnel Sewer ("NEBTS") on behalf of the District of Columbia (the "District"),

16. The NEBTS is owned solely by the District. D.C. Code § 34-2207 (e), which is part of the enabling statute that created D.C. Water, then known as the Water and Sewer Authority or “WASA”, provides that: “The District government shall retain full legal title to, and a complete equitable interest in, all assets made available for the Authority’s use.” The “assets” that are referenced in the quoted language include the NEBTS.

17. According to representations made by D.C. Water, the NEBTS was constructed sometime around 1905-06.

18. On information and belief, the top of the NEBTS was located approximately thirteen feet below the surface grade of the Edge Lot when completed.

19. On information and belief, from 1905 until when Edge constructed a building on the Edge Lot from June to November 2013, the Edge Lot was vacant, with no structure having been built upon it during that time frame.

20. Upon information and belief, between 1905 and when Edge constructed a building on the Edge Lot in 2013, neither the District nor D.C. Water did anything to reinforce the NEBTS or the soil through which it ran.

21. Pursuant to D.C. Code § 34-2202.03, D.C. Water had the authority to properly document the existence of the location of the NEBTS on the Edge Lot.

22. Pursuant to DC Code § 34-2202.03, D.C. Water had the authority to impose rules, regulations and policies to reasonably safeguard the NEBTS.

23. Despite the installation of the NEBTS more than a century ago, and the later subdivision of the tract of land around the Edge Lot where the NEBTS was located, and the sale of the Edge Lot and other lots near the Edge Lot to members of the public, neither the District nor D.C. Water ever: (a) reserved the right to continued use of the NEBTS; or (b) recorded an

easement, right of way, or any other, similar document in the land records that would provide potential purchasers of the Edge Lot with notice of the location of the NEBTS.

DCRA Approves a Building Permit for Construction of a Building on the Edge Lot

24. On or about April 10, 2013, the D.C. Department of Consumer and Regulatory Affairs (“DCRA”) issued Building Permit No. B1209825 (the “Building Permit”) to First Hand Land, LLC. (“First Hand”). The Building Permit allowed the construction of a “New 3-story and cellar with penthouse residential building” on the Edge Lot.

25. At the time the Building Permit was issued, First Hand owned the Edge Lot.

26. On information and belief, DCRA issued the Building Permit to First Hand before D.C. Water had approved water and sewer connections to the Building.

27. D.C. Water’s participation in approving water and sewer connections during DCRA’s building permit process is allowed to help ensure that a building permit applicant’s design plans included a proper connection to an available water supply and a proper connection to an available sewer.

28. The NEBTS is a combined waste and storm water sewer that runs from First Street and Florida Avenue, N.W. to the Anacostia River. The NEBTS is essentially a large drainage tunnel that fills after large rain events. The NEBTS is not a type of sewer for which an available connection would have been sought, needed, or required as part of the building permit process for constructing a residential building on the Edge Lot.

29. Although the practice of allowing D.C. Water to participate in the building permit process was utilized by DCRA, D.C. Water had no legal or statutory right to refuse to approve water and sewer connections to the building being constructed on the Edge Lot.

30. In 2012 and 2013, DCRA had no legal or statutory right to refuse to approve a building permit because it objected to a building being constructed on the Edge Lot.

31. In 2012 and in 2013, it was a common practice for DCRA to issue an approved building permit to an applicant before the permit applicant had obtained approval of a water and sewer connections from D.C. Water. Both D.C. Water and DCRA knew, or should have known, about this common DCRA practice because that practice was widely known in the building community, at DCRA, and had been taking place for several years.

32. As of May 1, 2013, the District, DCRA, and D.C. Water knew or should have known that the NEBTS ran under the surface of the Edge Lot.

33. As of May 1, 2013, the District, DCRA and D.C. Water knew, or should have known, that there was no recorded easement or any other type of recorded, written access or right-of-way document that gave them, or anyone else, a legal right for the NEBTS to be located on the Edge Lot, which would have enabled a prospective purchaser to find record evidence of that right in the chain of title for the Edge Lot.

34. As of May 1, 2013, D.C. Water had failed to use its statutory authority to either provide proper notice of either the existence or the location of the NEBTS on the Edge Lot.

35. As of May 1, 2013, D.C. Water and the District had failed to take reasonable steps to safeguard the NEBTS on the Edge Lot.

36. On information an belief, as of May 1, 2013, D.C. Water had not notified DCRA as to the location of the NEBTS on, or under, the Edge Lot.

37. As of May 1, 2013, the presence of the NEBTS was not visible from either the surface of the Edge Lot or from any immediately surrounding areas. The NEBTS is completely concealed underground in and around the Edge Lot.

Edge Purchases the Edge Lot Without Notice that the NEBTS Lies Underneath It

38. Prior to purchasing the Edge Lot, Edge obtained a title report for the Edge Lot. The title report did not identify any easement (or other encroachment) that allowed either the District, D.C. Water, or anyone else, to either access, operate, inspect, or maintain an underground sewer tunnel on any part of the Edge Lot.

39. On or about May 10, 2013, Edge closed on a purchase of the Edge Lot pursuant to a sales contract with First Hand. As part of the closing, Edge paid First Hand \$415,000 for the Edge Lot and First Hand transferred both the Edge Lot and the approved Building Permit to Edge.

40. Because Edge purchased the Edge Lot for value without actual, record, or constructive notice of the NEBTS, Edge was a bona fide purchaser of the Edge Lot.

41. Edge subsequently obtained a revised building permit No. B140957 (the “Revised Building Permit”) from DCRA. The Revised Building Permit was obtained by Edge to change the name of the permit holder from First Hand to Edge, but made no other changes.

The Underground Facilities Protection Act, Its Purposes, and Its Requirements

42. The Underground Facilities Protection Act, D.C. Code §§ 34-2701, *et. seq.* (“UFPA”) is a statute designed to protect underground facilities like the NEBTS, accidents that might be caused by damage to an underground facility, and other damages caused as a result of a failure to comply with the UFPA’s mandatory duties.

43. The UFPA became law in 1981 when after, on October 30, 1979, a ruptured gas line caused an explosion and resulting damages, which accident the National Transportation Safety Board concluded could have been prevented by the establishment of a one-call notification system in the District.



44. The UFPA mandates D.C. Water's participation in the one-call center process, which established a central, one-call center that is commonly known as "Miss Utility".

45. One purpose of the UFPA is to provide notice to public utility operators of planned excavation activities or demolition in a specified area.

46. The UFPA mandates that prior to conducting excavation, the one-call center must be notified by telephone or teletype at least 48 hours but not more than 10 days prior to the start of the excavation.

47. Under the UFPA, D.C. Water was required to participate in the one-call center system and to provide information about the existence and location of its underground facilities in response to one-call center inquiries from the public.

48. In May 2013, and all times related to Edge's construction of a building on the Edge Lot, a Maryland company called One Call Concepts, Inc. ("One Call Concepts") operated the one-call center. On information and belief, One Call Concepts owns and uses the trade name "Miss Utility" in the District.

Miss Utility is Notified Pursuant to the UFPA, and D.C Water Responds that Its Underground Facilities Are Not Impacted by the Planned Construction, Which Gave the "Green Light" for Excavation and Construction on the Edge Lot

49. Pursuant to the UFPA, on Wednesday, May 22, 2013 prior to the start of any excavation or construction on the site, Mr. Abim Anifalaje ("Mr. Anifalaje"), the person overseeing construction of a building on the Edge Lot as an independent contractor of Edge, telephoned the one-call center to provide the statutorily required notice about anticipated excavation on the Edge Lot.

50. Mr. Anifalaje's one-call center notification by telephone on May 22, 2013 was assigned Ticket No. 13282502 by One Call Concepts.

51. May 22, 2013 was a date that was at least 48 hours, but not more than 10 days, prior to May 30, 2013.

52. Effective as of July 1, 2011, D.C. Water had authorized a Maryland company called Pinpoint Underground, LLC (“Pinpoint”) to respond to one-call center inquiries on D.C. Water’s behalf.

53. From May 22-23, 2013, Pinpoint was authorized by D.C. Water to respond to one-call center inquiries regarding D.C. Water’s underground facilities in the District, which facilities included the NEBTS.

54. Edge only learned some details regarding Pinpoint’s role with the one-call center process after reviewing responsive documents that were partially produced to Edge by Pinpoint in response to a subpoena.

55. At all times relevant to Edge’s Complaint, Pinpoint served as D.C. Water’s agent for the purpose of reviewing D.C. Water’s records to ascertain if any of D.C. Water’s underground facilities would need to be marked in response to a one-call center notice given under the UFPA.

56. The one-call center notified Pinpoint, on May 22, 2013 at approximately 12:48 p.m., about Ticket No. 13282502. A true copy of the Ticket Transmission Report for Ticket No. 13282502 is attached as Exhibit A.

57. On May 23, 2013, Pinpoint responded to the one-call center notification that was assigned Ticket 13282502. Pinpoint’s response as to D.C. Water’s underground facilities, which facilities included the NEBTS, was “Clear/No Conflict”. A true copy of the Status History for Ticket No. 13282502 is attached as Exhibit B.

58. The “Clear/No Conflict” response made by Pinpoint to Ticket 13282502 was authorized by D.C. Water. A true copy of the one-call center e-mail response to Mr. Anifajale listing Pinpoint’s response of “Clear/No Conflict” as to D.C. Water’s underground facilities is attached as Exhibit C.

59. As a consequence of the “Clear/No Conflict” response, neither D.C. Water, nor anyone acting on behalf of D.C. Water, visited the Edge Lot to mark the presence and path of NEBTS prior to the start of excavation on the Edge Lot.

60. One Call Concepts maintains a website that contains a publicly available record of Ticket No. 13282502.

61. A true copy of the screen print from the Miss Utility website that contains a publicly available record of the one-call center notification assigned Ticket No. 13282502 is attached as Exhibit D.

62. After receiving a “Clear/No Conflict” finding from the one-call center as to D.C. Water’s underground facilities on May 23, 2013, it was reasonable for Mr. Anifajale and Edge to assume, and to rely upon, the fact that Pinpoint had determined that either D.C. Water had no underground facilities on the Edge Lot, or, if it did, those underground facilities would not be impacted by the proposed construction on the Edge Lot.

63. After receiving a “Clear/No Conflict” finding from the one-call center as to D.C. Water’s underground facilities on May 23, 2013, it was reasonable for Mr. Anifajale and Edge both to assume, and to rely upon, the fact that Pinpoint had determined that D.C. Water did not have any underground facilities that needed to be protected on the Edge Lot.

64. After receiving a “Clear/No Conflict” finding from the one-call center as to D.C. Water’s underground facilities on May 23, 2013, it was reasonable for Mr. Anifajale and Edge

both to assume, and to rely upon, the fact that Pinpoint had determined that D.C. Water did not have any underground facilities that needed to be protected in the vicinity of where construction activities related to the Building were taking place.

D.C. Water Does Nothing to Protect the NEBTS

65. Between May 1, 2013 and June 4, 2013, neither D.C. Water, nor anyone acting on behalf of D.C. Water, put marks or stakes over the NEBTS anywhere above where the NEBTS runs under the Edge Lot.

66. Neither D.C. Water, nor anyone acting on behalf of D.C. Water, placed marks or stakes over the NEBTS anywhere above where the NEBTS runs under the Edge Lot within forty-eight hours after May 22, 2013 at 12:48 p.m.

67. Neither D.C. Water, nor anyone acting on behalf of D.C. Water, put marks or stakes over the NEBTS anywhere above where the NEBTS runs under the Edge Lot at any time during the course of construction of the Building from May 30, 2013 to December 2, 2013.

68. D.C. Water did not provide the approximate location of the NEBTS under the Edge Lot, or elsewhere, to Edge either prior to the start of excavation or at any other time during the course of construction of the Building from May 30, 2013 to December 1, 2013.

69. D.C. Water did not provide the approximate location of the NEBTS under the Edge Lot, or elsewhere, to Mr. Anifalaje either prior to the start of excavation or at any other time during the course of construction of the Building from May 30, 2013 to December 1, 2013.

70. D.C. Water did not provide the approximate location of the NEBTS under the Edge Lot, or elsewhere, to Mark Langford of Langford Excavating either prior to the start of excavation or at any other time during the course of construction of the Building from May 30, 2013 to December 1, 2013.

71. D.C. Water did not provide the approximate location of the NEBTS under the Edge Lot, or elsewhere, to either Mr. Anifajale, to Edge, or to anyone on site at the Edge Lot prior to the start of excavation or at any other time during the course of construction of the Building from May 30, 2013 to December 1, 2013.

D.C. Water, Without any Legal Basis or Right,  
Improperly Refuses to Approve Water and Sewer Connections to the Building

72. Sometime in November of 2013, Sydney Hodnett, who Edge believes worked for a company called “The Carterway Group”, submitted paperwork to D.C. Water to obtain approval to allow for water and sewer service connections to be made to the Building.

73. On December 2, 2013, Edge received an e-mail from a D.C. Water employee named Darius Regis indicating that construction a building over the NEBTS would be very costly. This was the first time that Edge learned about D.C. Water’s claim that the NEBTS was located under the Edge Lot.

74. By December 2, 2013, construction of the Building was substantially complete. At that time all required third-party inspections of the Building were also completed, approved, and accepted by DCRA.

75. Edge reasonably relied, to its detriment, on the title report, on the lack of any recorded easement (or other encumbrance) on the Edge Lot, on DCRA’s approval of the Building Permit, on DCRA’s approval of all third party inspections for the Building, and on DCRA’s approval of the Revised Building Permit.

76. Mr. Anifajale, and the excavator that Mr. Anifajale supervised, justifiably relied upon the “Clear/No Conflict” determination by Pinpoint on May 23, 2013 as to the absence of any D.C. Water underground facilities needing protection on the Edge Lot.

D.C. Water Falsely Represents There is an Easement for the NEBTS  
on the Edge Lot, then Multiple DCRA Employees Create and  
Disseminate a Fake Government Record with the Specific Intent to Defraud Edge

77. On or about April 12, 2014, at the request of D.C. Water, Bello & Bello Associates, a building permit expediting company, delivered to D.C. Water a package of background documents about the Edge Lot and the Building. Included in that package were photographs of construction on the Edge Lot showing the lowest depth of the concrete footers of the Building to be approximately four and one-half (4 ½) feet below grade and the top of the crown of the NEBTS to be thirteen (13) feet below grade. At that point, D.C. Water knew that the top of the crown of the NEBTS was approximately eight and one-half (8 ½) feet below the bottom of the footers of the Building.

78. Sometime before October 21, 2014, one or more unknown co-conspirators in D.C. Water's office, including Unknown D.C. Water Co-Conspirator No. 1, communicated to DCRA that Edge had built a building above the NEBTS, that the Building was constructed within the confines of "an existing fifty (50) foot sewer easement", and that as a result, D.C. Water wanted the Building to be torn down.

79. D.C. Water and DCRA both knew, or should have known, that the representation about an "existing fifty (50) foot sewer easement" on the Edge Lot was false when made.

80. On or about October 21, 2014, one or more unknown co-conspirators in DCRA's office, under color of law, created an entry on DCRA's computer system to make it appear that a condemnation case based upon "insanitary conditions" existed with respect to the Building on the Edge Lot. On information and belief, the fake condemnation case was assigned "Assmt Control #: 14-200".

81. On or before October 21, 2014, one or more unknown co-conspirators in DCRA's office, under color of law, created a fake document entitled "Certificate of Order of

Condemnation for Insanitary Building” and then caused that fake document to be recorded with the D.C. Recorder of Deeds among the land records for the Edge Lot (hereinafter the “Fraudulent Condemnation Order”). A copy of the Fraudulent Condemnation Order is attached as Exhibit E.

82. The Fraudulent Condemnation Order was signed electronically by Defendant Gilbert Davidson, who at that time is believed to have been a voting member of the Board of Condemnation of Insanitary Buildings (“BCIB”).

83. On information and belief, the Fraudulent Condemnation Order was stored on a computer system called “ACCELA”, a cloud based computer system, and as a result a record of the Fraudulent Condemnation Order has passed through interstate commerce multiple times.

84. The Fraudulent Condemnation Order included multiple false statements, including: (a) that the BCIB had ordered that the Building constructed on the Edge Lot be “CONDEMNED”; (b) that the Building on the Edge Lot was “found to be in such insanitary condition so as to endanger the health, safety or lives of the occupants thereof”; and (c) that there existed a “Schedule of Deficiencies and Insanitary Conditions on file with the Board” (“the Board” was a reference to the BCIB).

85. At the time that the Fraudulent Condemnation Order was created, signed, and recorded, Mr. Davidson and DCRA knew that it was fraudulently created and that it contained multiple false statements.

86. The recording of the Fraudulent Condemnation Order with the D.C. Recorder of Deeds impaired Edge’s title to the Edge Lot. That filing also created a permanent, false public impression that the Building on the Edge Lot was at one point in such poor condition that the Building had been condemned.

87. As of October 21, 2014, there was neither a valid factual basis nor a valid legal basis to support either the issuance of, or the recording of, the Fraudulent Condemnation Order, which facts were known to Mr. Davidson, to Unknown DCRA Co-Conspirator No. 1, and which facts were known, or should have been known, to the BCIB, to DCRA, and to the District.

88. At no time prior to the creation or recording of the Fraudulent Condemnation Order was Edge given any type of oral or written notice that the BCIB claimed that the Building on the Edge Lot had exhibited any of the types of conditions that would support the issuance of a condemnation order.

89. On or about December 4, 2014, a BCIB staff member named Todd J. Starke, under color of law, transmitted the Fraudulent Condemnation Order to Edge by e-mail. A copy of the e-mail transmitting the Fraudulent Condemnation Order to Edge is attached as part of Exhibit F.

90. The e-mail transmitting the Fraudulent Condemnation Order to Edge contained a false statement that a hearing had been scheduled by the BCIB on December 10, 2014, and a false statement that it was “imperative that someone from [Edge]” attend the hearing.

91. Neither the Edge Lot nor the Building on the Edge Lot were on the agenda for a hearing before the BCIB on December 10, 2014.

92. On December 5, 2014, using his mobile phone, Mr. Anifajale, who lives in Columbia, Maryland, contacted Mr. Starke by telephone at his (Starke’s) office with the BCIB about the Fraudulent Condemnation Order. During that telephone call, Mr. Starke told Mr. Anifajale that he (Starke) had been instructed by an attorney with DCRA’s General Counsel’s Office to record the Fraudulent Condemnation Order and to send it to Edge by e-mail.



93. Mr. Starke failed to disclose to Mr. Anifajale that the Fraudulent Condemnation Order was not an actual order that had been properly issued by the BCIB, again with a specific intent to deceive and to defraud Edge.

94. During the December 5, 2014 phone call, Mr. Starke told Mr. Anifajale, among other things, that: (a) the Fraudulent Condemnation Order had been filed “so that nothing else could move forward” and to give “D.C. Water more time to investigate its infrastructure”; (b) that Edge did not need to show up for a hearing on December 10, 2014 as previously indicated; (c) that he (Starke) knew nothing about why the Fraudulent Condemnation Order was issued; and (d) that he (Starke) was just “following orders” given to him by an attorney with the DCRA’s General Counsel’s office, whom Edge can only identify now as Unknown DCRA Co-Conspirator No. 1.

95. As of December 5, 2014, Mr. Starke, Mr. Davidson, and Unknown DCRA Co-Conspirator No. 1 knew, or should have known, that the Fraudulent Condemnation Order was fake, that it was not created or recorded for any lawful purpose, that it contained numerous false statements, and that its creation, transmission, and publication deprived Edge of honest services.

96. On information and belief, DCRA advised D.C. Water about the issuance and recording of the Fraudulent Condemnation Order soon after it was recorded in a manner that involved the use of interstate commerce.

97. At no time between October 21, 2014 and February 22, 2017 did Mr. Davidson, Mr. Starke, Unknown DCRA Co-Conspirator No. 1, Unknown D.C. Water Co-Conspirator No. 1, or anyone else at the BCIB, at DCRA, or at D.C. Water, take steps to either cancel the Fraudulent Condemnation Order or to undo the false, public impressions that its issuance and recording had created.

D.C. Water and DCRA Conspire Together to Raze the Building Without Due Process of Law, with the Intent to Defraud, and To Prevent Compensation to Edge

98. In response to requests from D.C. Water, which had initially intimated that the Building might remain on the Edge Lot as constructed, Edge retained an engineer that prepared and submitted engineering reports in both December 2013 and March 2014 that concluded that the Building did not present any danger to either the NEBTS or to public health or safety. D.C. Water did not respond to either engineering report that was submitted by Edge.

99. After D.C. Water refused Edge's request that the Building be connected to the available water and sewer connections, Edge caused another title search of the District's land records to confirm that at no time since the NEBTS was first built had the District or D.C. Water recorded in the D.C. land records a right of way, covenant, easement, or any other document that would have notified the public and prospective purchasers that the NEBTS was located on the Edge Lot. That search also revealed that there was no recorded notice or any document in the land records that gave D.C. Water a right to enter onto the Edge Lot to either inspect, access, service, or maintain the NEBTS.

100. Edge protested D.C. Water's denial of its application for approval of water and sewer connections to the Building. Over a period of months, Edge had meetings with D.C. Water and DCRA to attempt to resolve the dispute over Edge's right to construct the Building on the Edge Lot. These negotiations were not successful.

101. Neither DCRA nor D.C. Water inspected that part of the NEBTS located under the Edge Lot between December 2, 2013 and July 30, 2014.

102. According to records produced by D.C. Water in discovery, it was not until July 31, 2014, that D.C. Water first performed an inspection of the NEBTS located underneath the

Building to find out if it had been impacted in any way by construction activities or by the Building itself.

103. According to records produced by D.C. Water in discovery, D.C. Water's inspectors reported after the July 31, 2014 inspection that no damage to the NEBTS (of any kind) was observed under the Edge Lot. Notwithstanding this finding, D.C. Water continued to wrongfully refuse to approve water and sewer connections to the Building.

104. According to records produced by D.C. Water in discovery, on December 22, 2014, D.C. Water prepared an Executive Summary, which purportedly relied upon an engineering report prepared by Hillis-Carnes Engineering Associates, Inc. ("Hillis-Carnes"), a company that D.C. Water had apparently hired to evaluate the physical condition of the NEBTS and whether the Building posed any risk to the NEBTS.

105. On information and belief, neither D.C. Water, nor Hillis-Carnes, nor DCRA ever performed any soil boring tests (or any other similar type of soil tests) on the Edge Lot to determine that actual content of the soil between the top of the crown of the NEBTS and the surface grade of the Edge Lot.

106. On information and belief, Hillis-Carnes is a company that has performed various other projects for D.C. Water, so Hillis-Carnes was not truly independent and was inclined to tell D.C. Water what D.C. Water wanted to hear so as not to impede any ongoing and future business relationships with D.C. Water.

107. The Hillis-Carnes report informed D.C. Water that corrective work on the NEBTS should be undertaken in the immediate future to insure the near term structural integrity of the portion of the NEBTS located underneath the Building. In that report, Hillis-Carnes also advised D.C. Water that additional steps should be taken at some point in the future to avert a possible

future collapse of that section. Hillis-Carnes did not report that a collapse of either the Building of the portion of the NEBTS located underneath the Building was inevitable or imminent.

108. In its report, Hillis-Carnes set forth a list of four possible ways to protect the NEBTS, only one of which involved the demolition of the Building.

109. Records produced by D.C. Water indicate that D.C. Water claims that it caused additional inspections of the NEBTS to be performed November 22-23, 2014 and again on December 15, 2014. D.C. Water inspectors claim that on or about November 22-23, 2014 a fifteen foot crack was first discovered, which D.C. Water claims later expanded to approximately 40 feet by December 15, 2014.

D.C. Water, DCRA and Others Form a Conspiracy

110. As of December 15, 2014, all Defendants knew, or should have known, that D.C. Code 42-3173.02, which is entitled “Authority of the Mayor to demolish or enclose deteriorated structures” (hereinafter “Quick Take Statute”), provided a process in which DCRA could have determined that the Building on the Edge Lot could be razed.

111. Sometime as early as December 2014, D.C. Water and DCRA agreed that, even though there was no evidence of an actual emergency or any imminent danger to either the NEBTS, the Building, or to the public, together they would use the full force of the D.C. government to raze the Building as quickly as possible, with as little notice as possible (or no notice at all), and without any concern whatsoever to the substantive due process rights, the procedural due process right, the constitutional rights, and the property rights of Edge.

112. On information and belief, the secret agreement was reached between D.C. Water and DCRA either verbally, through e-mail correspondence, or in a Memorandum of Understanding or some other writing. Evidence obtained by Edge indicates that the secret

agreement was known to Defendant Nos. 1-3, 6-9, and 11, and that it involved ongoing negotiation and collusion between D.C. Water's and DCRA's respective attorneys.

113. D.C. Water and DCRA colluded to deprive Edge of the due process and substantive rights afforded by law, including those rights afforded by the Quick Take Statute, which, if followed, would have given Edge: (a) notice and an opportunity to be heard; (b) a right to a hearing; (c) a right to challenge, among other things, D.C. Water and DCRA's false claims that the Building was located over an easement and that the Building constituted an immediate threat to the NEBTS; (d) a right to demonstrate that, even if there actually was a real emergency or an imminent threat, that Edge could raze the building using its own contractor and its own funds; and (e) the right to an appeal of any adverse decision.

114. On December 23, 2014, Defendant Hawkins, using the title "General Manager" of D.C. Water, wrote a letter to DCRA requesting that under "Title 6 Chapter 8 of the Code of the District of Columbia" DCRA should take immediate action to "remove the Building." In that letter, which travelled through interstate commerce by mail and by e-mail, D.C. Water falsely represented that the Mayor had delegated authority under D.C. Code § 6-801(a) to DCRA in Mayor's Order No. 2002-33. A copy of the December 23, 2014 letter is attached as Exhibit G.

115. After receiving the December 23, 2014 letter, Edge requested another meeting with D.C. Water and DCRA. Edge did not know at the time that such a meeting would be futile because DCRA and D.C. Water had already decided that the Building would be razed.

116. On January 7, 2015, Edge, DCRA, and D.C. Water met to discuss this matter. At that time, DCRA and D.C. Water repeated that water and sewer service connections to the

Building would not be approved and that together they would take steps necessary to demolish the Building.

In Furtherance of the Conspiracy, D.C. Water, DCRA and Others Collude to Craft and Send a Series of Raze Notices to Edge that Included False Information

117. On or about January 7, 2015, without notifying Edge, a DCRA employee named Robert D. Spriggs contacted PEPCO and Washington Gas asking for their assistance to terminate utility service at the Building even though DCRA had no legal right to stop gas and electric utility services at the Building.

118. On January 8, 2015, DCRA sent an Amended [sic] Notice to Revoke Building Permits Numbers B1209825 and B1410957 (the “January 8, 2015 Raze Notice”) to Edge. A copy of “January 8, 2015 Raze Notice,” which was signed by Defendant Sabbakhan and travelled through interstate commerce by e-mail and first class mail, is attached as Exhibit H.

119. The January 8, 2015 Raze Notice falsely stated, among other things, that the Building Permit and the Revised Building permit were issued in error.

120. The January 22, 2015 Raze Notice falsely stated, among other things, that the “building and/or improvements were constructed within the confines of an existing fifty foot (50') sewer easement”.

121. Edge appealed the January 8, 2015 Raze Notice to the Office of Administrative Hearings (“OAH”) in a case captioned *Edge Investments LLC v. D.C. Department of Consumer and Regulatory Affairs*, 2015-DCRA-00009 (“Building Permits Revocation Case”).

122. While the Building Permits Revocation Case was pending, on January 22, 2015, DCRA sent Edge a Notice of Intent to Raze Residential Structure (the “January 22, 2015 Raze Notice”), this time invoking 12A DCMR §116 as authority. A copy of the January 22, 2015

Raze Notice, which was signed by Defendant Sabbakhan and travelled through interstate commerce by e-mail and first class mail, is attached as Exhibit I.

123. The January 22, 2015 Raze Notice was later withdrawn by DCRA without explanation.

124. Neither the January 8, 2015 Raze Notice, nor the January 22, 2015 Raze Notice included any language that gave notice to Edge of the right to a hearing to challenge either the authority cited in those notices, the facts alleged in those notices, or the allegations of imminent danger contained in one of those notices.

125. On January 27, 2015, Randy Hayman sent a letter that he signed as “General Counsel” for D.C. Water, to Melinda Bolling, then acting director of DCRA. The January 27, 2015 letter, which travelled through interstate commerce by mail and e-mail, falsely claimed that D.C. Water was the “owner operator” of the NEBTS. The January 27, 2015 letter also referenced e-mail exchanges that took place between DCRA and D.C. Water on January 15, 2015 and a “Memorandum of Understanding” that involved the Executive Office of the Mayor that was being “confirmed” between D.C. Water and DCRA. A copy of the January 27, 2015 letter is attached as Exhibit J.

126. On January 29, 2015, DCRA sent to Edge a new “Notice of Intent to Raze Residential Structure” (the “January 29, 2015 Raze Notice”), this time invoking 12A DCMR §115.1. A copy of the January 29, 2015 Raze Notice, which was signed by Defendant Sabbakhan and travelled through interstate commerce by e-mail and first class mail, is attached as Exhibit K.

127. Edge filed a timely Notice of Appeal of the January 29, 2015 Raze Notice to OAH the case captioned, *Edge Investments LLC v. D.C. Department of Consumer and Regulatory Affairs*, 2015-DCRA-00017.

128. Like the prior notices, the January 29, 2015 Raze Notice did not include any language that gave notice to Edge of the right to a hearing to challenge either the authority cited in the January 29, 2015 Raze Notice, the facts alleged in that notice, or the allegations of “urgent danger” contained in that notice.

129. On or about February 5-6, 2015, Katherine Cahill, an in house attorney with D.C. Water, met with one or more representatives of Pinpoint at D.C. Water’s offices in the District. Part of the meeting was to specifically discuss: (a) Pinpoint's procedures for an upcoming DC Water lawsuit; (b) what materials/information D.C. Water had given Pinpoint such as counter maps, etc. (c) the specific procedures Pinpoint undertakes when called to locate utilities on private property; and (d) how and to whom the information obtained is transmitted.

130. On information and belief, as a result of the February 5-6, 2015 meeting between Pinpoint and Ms. Cahill, D.C. Water learned that: (a) Pinpoint knew that the NEBTS was located under part of the Edge Lot in all of 2013; and (b) Pinpoint was negligent for transmitting a “Clear/No Conflict” response to Ticket No. 13282502.

131. On information and belief, as a result of the February 5-6, 2015 meeting between Pinpoint and Ms. Cahill, D.C. Water knew, or should have known, that Pinpoint’s negligence would, as a matter of law, be imputed to D.C. Water should D.C. Water file a negligence claim against Edge (or anyone else).



132. On March 17, 2015, Defendant Hawkins sent a letter on D.C. Water letterhead to the District, purportedly pursuant to D.C. Code §12-309. A copy of the March 17, 2015 letter, which travelled through interstate commerce by mail, is attached as Exhibit L.

133. In the March 17, 2015 letter, D.C. Water stated that it would incur future damages “for the demolition of the building [on the Edge Lot]”. On information and belief, this notice was sent as part of, and in furtherance of, the conspiracy.

134. On March 23, 2015, Edge served written discovery requests on D.C. Water in one of the OAH proceedings that requested, among other things: “All communications that D.C. Water had with DCRA regarding the [NEBTS].”

135. On April 20, 2015, D.C. Water served responses to Edge’s discovery requests in the OAH proceeding. In its responses D.C. Water refused to produce any documents. A copy of D.C. Water’s response is copied verbatim below:

Request No. 6. All communications with DCRA regarding the Trunk Sewer.

**Answer:**

**DC Water objects to this request as overbroad, burdensome, and irrelevant to the issues in this litigation. DC Water further objects to this interrogatory to the extent it seeks information protected by attorney-client privilege or attorney-work product. The only issues before OAH are (1) is the building unsafe under 12A DCMR § 115 and (2) was the building permit issued in error; generally communications between DC Water and DCRA, even those regarding the Trunk Sewer, are not relevant to these issues.**

**Documents responsive to this request are being withheld pursuant to these objections.**

136. D.C. Water’s response to Request No. 6, which travelled through interstate commerce by mail and e-mail, was made at a time that D.C. Water knew that DCRA was about to issue another raze notice, and was made in furtherance of the conspiracy to prevent Edge from learning about the secret agreement with DCRA and D.C. Water’s communications with DCRA.

137. By letter dated April 20, 2015 to DCRA, D.C. Water requested that DCRA immediately demolish the Building. A copy of the letter, which was signed by Defendant Hawkins and travelled through interstate commerce by e-mail and first class mail, is attached as Exhibit M. On information and belief, this letter was sent as part of, and in furtherance of, the conspiracy.

138. Without any documentation or other evidentiary support, D.C. Water arbitrarily concluded that the Building constituted an “immediate threat to the sewer”, a finding that DCRA adopted without conducting its own examination, inspection, or investigation into how the construction of the Building on the Edge Lot affected, in any way, the NEBTS.

The NEBTS Was Already Seriously Damaged Due to D.C. Water’s Failure to Maintain It, and D.C. Water’s Botched Repair Efforts Just Made Those Conditions Worse

139. Neither the District, nor DCRA, nor D.C. Water had, before the demolition of the Building, ever implemented a program of regular inspections, maintenance, and repairs to the NEBTS to ensure it would not deteriorate to the point revealed in the 2014 and early 2015 inspections.

140. The inspections undertaken by D.C. Water in late 2014 and early 2015 informed D.C. Water that substantial portions of the NEBTS, rather than just the section under the Building, were in need of immediate repair to ensure the NEBTS’ continued viability. For example, evidence produced by D.C. Water in discovery indicates that before construction on the Edge Lot, there were lengthy cracks, leeching, effervescence, decaying bricks and concrete, and other visible signs of serious damage throughout the NEBTS, including cracks that look similar to the crack that D.C. Water claims to have found underneath the Edge Lot, which damages are nowhere near the Building, and none of which were previously repaired by D.C. Water.

141. The prior, existing damages to the NEBTS would have become known to DCRA had it conducted its own examination and investigation into how the construction of the Building on the Edge Lot affected, if at all, the NEBTS.

142. D.C. Water, its predecessor, and the District, have each failed to inspect and maintain the NEBTS, and, on information and belief, neither of them conducted a serious, thorough inspection of the NEBTS until January 13-23, 2015.

143. Sometime between January 13-23, 2015, a company called Marine Technologies inspected part of the NEBTS under the Edge Lot without the consent of Edge.

144. Sometime between late January 2015 and March 31, 2015, without notifying or obtaining the permission of Edge, D.C. Water began making repairs to the crack that D.C. Water claimed was below the Building. During those repairs representatives of a company called Structural Preservation Systems performed repair work on part of the NEBTS that lies underneath the Edge Lot.

145. On information and belief, prior to undertaking those repairs, D.C. Water did not first test the materials that it used on another part of the NEBTS to determine whether either the materials used or the type of repair (a carbon fiber lining) might cause further cracking of, or damages to, the NEBTS. Instead, the trial of the repair method was conducted under the Building. Put another way, D.C. Water used the crack it claims it found under the Building as a “guinea pig” for testing the type of repair that it had decided to use.

146. The trial repair of the NEBTS under the Edge Lot resulted in an expansion of the crack away from its original location in multiple directions. D.C. Water’s repairs resulted in both more cracks forming and in the expansion of the crack that D.C. Water claims it found

under the Building, which grew longer and longer and caused the costs of the repairs to the NEBTS to increase dramatically.

147. After D.C. Water realized that both its and the District's failure to maintain the NEBTS and D.C. Water's faulty repairs were resulting in an expansion of the initial, small crack that D.C. Water claimed to have first found in the NEBTS below the Building, D.C. Water, with malicious intent to both harm Edge and to deflect blame away from itself, and whose actions were approved by Defendant Hawkins, attempted to cover up its failure to inspect and maintain the NEBTS, and its botched repairs, by blaming the construction and weight of the Building as both the cause of the first crack and the resulting expansions of that crack.

148. At no time did DCRA or D.C. Water ever disclose in the OAH proceedings that they had entered in to a secret agreement to raze the Building, or that the repairs that D.C. Water undertook were a direct cause of, or a possible cause of, further cracks or the expansion of cracks in the NEBTS.

149. D.C. Water knew that by installing a carbon fiber lining over the crack, it would make it impossible for Edge, or anyone else, to later inspect the crack or determine the source of it. In effect, D.C. Water deliberately covered over and destroyed important evidence, knowing that such evidence would be critical for Edge to use to refute D.C. Water's claims as to the source, cause, and location of the crack.

150. The facts and conduct described in paragraphs 140-49 would have become known to DCRA, the Mayor, and to the District, had any of them conducted their own examination, inspection, and investigation into to how the construction of the Building on the Edge Lot affected, if at all, the NEBTS.

151. On April 22, 2015, DCRA withdrew the January 29, 2015 Raze Notice. The same day, counsel for Edge was advised that DCRA had filed an Order to Raze and an Amended [sic] Order to Raze (the “April 22, 2015 Raze Notice”) indicating that the Building would be razed on Friday, April 24, 2015, which was less than thirty-six hours later. A true and accurate copy of the April 22, 2015 Raze Notice, which was signed by Defendant Sabbakhan, and travelled through interstate commerce by e-mail and first class mail, is attached as Exhibit N.

152. The April 22, 2015 Raze Notice stated that: “based on D.C. Water’s findings that this building creates an unsafe condition because it presents an imminent danger and catastrophic threat to the structure viability of the [NEBTS). The Sewer’s collapse would imperil other structures in the vicinity.” The April 22, 2015 Raze Notice cited to D.C. Code §§ 6-801 and 42-3131.01(c) as statutory authority for the notice.

153. Prior to making its arbitrary determinations in the April 22, 2015 Raze Notice, DCRA did not examine the condition of the NEBTS, either at the location where D.C. Water claimed it was damaged by the weight of the Building or, anywhere else.

154. Prior to making its arbitrary determinations in the April 22, 2015 Raze Notice, DCRA did not undertake any independent inspection or investigation of the NEBTS. Instead, DCRA relied entirely on the arbitrary -- and unproven -- allegations made by D.C. Water, which allegations DCRA knew were disputed by Edge.

155. Prior to making its arbitrary determinations in the April 22, 2015 Raze Notice, DCRA did not perform any testing to see if repairs to the crown of the NEBTS, which were then completed, had either stabilized the NEBTS or removed any threat of further damage to the NEBTS.

156. The Building was razed on May 18, 2015 by D.C. Water by Celtic, whom D.C. Water had contracted with well in advance of April 22, 2015 to perform the demolition.

157. Prior to performing the demolition, Celtic did not obtain the consent of Edge to either be physically located on the Edge Lot or to demolish the Building on the Edge Lot.

158. Authority under D.C. Code §§ 6-801(a) and 42-3131.01(c) is vested solely with the Mayor, or DCRA if the Mayor's authority was properly delegated to DCRA by the Mayor, so only the Mayor (or DCRA under a proper delegation from the Mayor), but not D.C. Water, was authorized by law to raze the Building.

159. The Mayor's authority under D.C. Code § 6-801(a) had not been delegated to DCRA either before, or during, the time the raze notices were issued, or before the Building was razed.

160. Because the Mayor's authority under D.C. Code § 6-801(a) had not been delegated to DCRA, from the time period between December 2014 and the date that the Building was razed, DCRA had no authority to sub-delegate any authority under that statute to D.C. Water.

161. At the time the Building was razed by D.C. Water, the Edge Lot and completed improvements were valued at more than \$1.6 million dollars.

162. Although D.C. Water maintained that the Building had damaged the NEBTS and would continue to damage the NEBTS unless the Building was demolished, D.C. Water refused to permit access to the NEBTS by Edge's engineers, which would have allowed them to inspect and verify any alleged damages.

163. D.C. Water's refusal to permit access to the NEBTS was particularly egregious given that the NEBTS encroaches upon the Edge Lot without the authorization or consent of Edge.

164. On information and belief, DCRA never sought from D.C Water the opportunity to access the portion of the NEBTS located under the Building for purposes of DCRA conducting its own examination, inspection, or investigation.

165. On information and belief, the Mayor never sought access from D.C. Water the opportunity to access the portion of the NEBTS located under the Building for purposes of conducting his/her own examination, inspection, or investigation.

DCRA, D.C. Water, and Multiple Individuals Intentionally Prevent  
Edge from Receiving Any Type of Hearing Before and After the Building was Razed

166. None of the raze notices alleged that the Building itself was deficient, or that there were building code violations in the Building, or that the Building itself posed a risk of any kind to a prospective occupant or to the public.

167. None of the raze notices informed Edge that Edge had a right to request a hearing to challenge them before DCRA and D.C Water undertook a demolition of the Building, or that Edge was entitled to a post-demolition deprivation hearing after the Building was razed.

168. Several of the raze notices falsely stated that the building was located over an easement held by D.C. Water. DCRA, D.C. Water, and each person that provided false information for, approved, or signed a raze notice that contained false information, knew, or should have known, that this false statement was false when made.

169. None of the raze notices informed Edge that Edge had a right to attempt to resolve the alleged danger before the Building was razed, or, alternatively, that Edge had a right to

undertake the demolition of the Building itself using its own funds through a contractor of its own choice.

170. The April 22, 2015 Raze Notice falsely stated that Edge could appeal that notice to the OAH, but an OAH Judge subsequently determined that no such right existed. DCRA, D.C. Water, and each person that provided false information for, approved, or signed the April 22, 2015 Raze Notice knew, or should have known, that the statement that Edge had a right to appeal that raze notice to OAH was false when made.

171. After the OAH judge determined that Edge had no right to appeal the April 22, 2015 Raze Notice to OAH, Edge filed suit in the D.C. Superior Court for injunctive and other relief and moved immediately for a temporary restraining order (TRO) to stop the Building from being razed.

172. At the hearing on Edge's TRO, D.C. Water represented that the pertinent section of the NEBTS faced the prospect of an imminent collapse attributable to the weight of the Building and that a collapse would endanger the health and safety of District residents. Based on those representations, the court denied Edge's TRO request. At no time during that hearing did either D.C. Water's or DCRA's counsel inform the Court that a secret agreement had been reached between DCRA and D.C. Water to raze the Building.

173. Thereafter, neither D.C. Water nor DCRA afforded Edge a prompt hearing (of any kind) that would have allowed Edge to challenge the validity of the raze notices, to challenge the allegations in the raze notices, or to challenge whether Edge's due process rights had been violated, or to allow Edge to show that action short of demolition was feasible. To date neither the validity of the raze notices nor the validity of the demolition itself has been adjudicated in either an administrative or judicial forum.



174. DCRA, D.C. Water, and each person that approved or signed a raze notice, knew, or should have known, that: (a) the raze notices were illegally issued and should not have been issued; (b) the raze notices did not provide Edge with due process; (c) the raze notices included false statements that were known to be false when made; and (d) the issuance of illegal and fraudulent raze notices deprived Edge of honest services.

Other Facts Showing D.C. Water & DCRA's Intentional and Fraudulent Misconduct

175. In 2001, in a D.C. Water internal manual entitled "Infrastructure", D.C. Water informed its personnel that no easements or covenants had ever been recorded for some D.C. Water facilities, so employees should notify owners and prospective purchasers of affected real property that water and sewer lines traversed their properties. In that manual, D.C. Water personnel are instructed to obtain appropriate easements and covenants from affected property owners that would establish D.C. Water's right to enter onto private property to service its facilities.

176. The Infrastructure Manual is evidence that D.C. Water knew, or should have known, that it had no legal right to enter onto the Edge Lot for any purpose absent Edge's consent.

177. DCRA knew, or should have known, about the contents of the Infrastructure Manual.

178. On its public website, D.C. Water outlines public sewer restoration projects to be undertaken throughout the District. The website further informs the public that neither residential nor commercial structures face any risk from deteriorated sewer lines that traverse their properties. By this representation D.C. Water admits that the Building itself was never at risk of any injury or any collapse.

179. DCRA knew, or should have known, that the Building was never in danger of collapse.

180. Notwithstanding that Hillis-Carnes listed three options short of demolition for insuring that the section of the NEBTS underneath the Edge Lot would not collapse in the future, DCRA and D.C. Water chose to raze the Building.

181. Notwithstanding the Hillis-Carnes report did not represent or state that a collapse of the NEBTS was imminent, D.C. Water and DCRA falsely represented in their successive raze notices that the public faced imminent danger if the Building was not razed in the immediate future.

182. Despite D.C. Water claiming to have observed a fifteen (15) foot crack feet in the crown of the NEBTS in the area under the Building on November 22-23, 2014, D.C. Water and DCRA waited until January 29, 2015 to issue the first raze notice to Edge.

183. From December 2, 2013 through January 23, 2015, D.C. Water and DCRA were on notice that the Building had been constructed over the NEBTS, yet they took no action to correct the alleged risk posed by the Building.

184. Despite the lapse of time between D.C. Water's initial refusal to approve water and sewer connections to the Building in December, 2013, and multiple subsequent inspections of the NEBTS, and despite D.C. Water's and DCRA's knowledge that no easement or covenant had been recorded for the NEBTS' location under the Edge Lot, neither D.C. Water nor DCRA initiated an eminent domain proceeding to acquire a right of way for the NEBTS to be located on the Edge Lot, or so that they could permissibly enter onto the Edge Lot to take whatever corrective action they deemed necessary to insure the structural integrity of the NEBTS.

185. After the carbon fiber lining repairs to the crown (the top half) of the NEBTS were completed, the NEBTS was not in danger of any type of imminent collapse or catastrophic failure.

186. After the crown repairs, D.C. Water and DCRA did not: (a) make any attempt to determine if the Building on the Edge Lot was (or was not) causing tension to, pressure on, or damages to the NEBTS; or (b) make any attempt to determine if the bench (lower portion) of the NEBTS could be protected from future damage without having to raze the Building.

187. D.C. Water, DCRA, the District, and the individual defendants named herein, knowingly and willfully, and in collusion with each other, conspired to cover up the failure to maintain and inspect the NEBTS, the illegal way in which the Fraudulent Condemnation Order and the First and Second Improper DCRA Liens were created and filed, the failure to obtain any easement or similar right of access to the Edge Lot, the failure to record notice of the NEBTS' presence in the District's land records, the thirteen month delay in alleging that the Building needed to be razed, that there was never a proper delegation of authority from the Mayor to DCRA under D.C. Code § 6-801(a), and that neither the Mayor nor DCRA conducted their own examination, inspection, and investigation of either the Building or the part of the NEBTS located under the Building.

188. D.C. Water's, DCRA's and the individual defendants' collusion to cover-up their (and the District's) failures was also intentionally designed to defraud Edge and to avoid having to compensate Edge for the NEBTS' presence on the Edge Lot and Edge's loss from the demolition of the Building.

189. In furtherance of this scheme, and with knowledge that Edge's Building conformed fully with the requirements of the Building Permit, and that the Building, as

constructed, was in full compliance with applicable building codes, DCRA, D.C. Water, and the individual defendants invoked statutory and regularity provisions that have no bearing on the circumstances presented here, and which were never intended to empower DCRA or D.C. Water to raze properties in order to protect underground public sewer lines that don't serve the structures that are built above them.

190. Edge had fundamental property interests in the Building Permit, the Revised Building Permit, in the Building itself, and in that portion of the Edge Lot traversed by the NEBTS, which rights were all protected by the Fourth and Fifth Amendment of the U.S. Constitution. The Defendants violated Edge's substantive and procedural due process rights in proceeding in the manner that they did, and for failing and refusing to compensate Edge for invading and taking Edge's property interests.

The Defendants Conspire to Place Fraudulent Liens on the Edge Lot Knowing that One of Those Liens Included Costs that Could Not be Charged to Edge Under Any Circumstances

191. On or about August 12, 2015, Greg Matherne, an associate attorney with the law firm of Douglas & Boykin, which represents D.C. Water, knew that DCRA was planning to file a liens against the Edge Lot for the costs that D.C. Water, not DCRA, had incurred to raze the building and to repair the NEBTS.

192. An August 14, 2015 e-mail, which was sent to multiple DCRA officials and then forwarded to Defendant Waters, indicates that DCRA entered it some form of "agreement", a copy of which has never been produced by D.C. Water or by DCRA, to allow D.C. Water to raze the building. On information and belief, that "agreement" was never approved by the Mayor.

193. The August 14, 2015 e-mail further indicates that multiple DCRA officials knew that their authority to put liens on the Edge Lot was questionable.

194. On August 31, 2015, Mr. Matherne transmitted a lump sum figure to DCRA by e-mail showing the total costs to repair the NEBTS as \$3,652,944.31, which included two sub-totals: “Fix sewer in order to demo - \$3,385,593.31” and “Demo” \$267,351.”

195. The total repair costs that Mr. Matherne transmitted to DCRA included \$48,000.00 in costs from Marine Technologies for inspections that Marine Technologies performed for a seven member dive team to inspect the NEBTS. However, neither Mr. Matherne nor anyone else at D.C. Water apportioned the Marine Technologies costs to account for the fact that only a fraction of those costs could be attributed to inspecting the small portion of the NEBTS (150 linear feet at most) that is under the Edge Lot. Put another way, D.C. Water intentionally provided false information to DCRA about the actual costs attributable to Edge for inspecting a portion of the NEBTS under the Edge Lot knowing that DCRA was going to use that false information to bill Edge for inspecting the *entire portion* of the NEBTS that was actually inspected.

196. Both Mr. Matherne and the D.C. Water representatives that provided him with supporting information knew, or should have known, that the inspection costs included in the total sent to DCRA far exceeded (by more than 90%) any inspection costs that could be properly attributed to Edge.

197. The repair costs that Mr. Matherne transmitted to DCRA by e-mail as part of the “Fix Sewer to Demo” subtotal also included \$1,068,411.08 in total costs that were apparently paid by D.C. Water to a company called Anchor Construction Corp. (“Anchor”) for, among other things, “flag personnel for 71 days”, “modified 4 manhole openings”, “OH [overhead] & Profit from [sic – for] providing to specialty subcontractors (Marine Technologies & Structural Preservation)”, and providing “security personnel to monitor onsite equipment”, but the Anchor

subtotal, just like the subtotal for inspection costs for Marine Technologies, included costs that could not properly be attributed to Edge.

198. It is not currently known by how much the Anchor subtotal (\$1,068,411.08) or another subtotal for Structural Preservation Systems (\$2,269,182.24) was overcharged to Edge, but the combined overcharges likely exceed \$500,000.00.

199. D.C. Water and Mr. Matherne's communications with DCRA about inspection, repair, and demolition costs passed through interstate commerce.

200. Neither DCRA nor D.C. Water made any effort to provide Edge with an opportunity to review or challenge the cost breakdowns that Mr. Matherne sent to DCRA, which breakdowns D.C. Water knew contained costs that could not be properly charged to Edge.

201. DCRA made no attempt to determine whether the total costs that were transmitted by Mr. Matherne contained costs that could be validly charged to Edge.

202. Had DCRA made even a cursory review of the backup documentation that supported the total costs figures that were sent to it by Mr. Matherne, DCRA would have discovered that D.C. Water had included in the "Fix Sewer in order to demo" total (\$3,385,593.31) inspection, repair and other costs that could not be charged to Edge under any circumstances.

In Furtherance of the Conspiracy, DCRA Records Liens on the Edge Lot Without Notice to Edge and Without Giving Edge Any Hearing to Contest the Liens or the Costs

203. On information and belief, on or about September 11, 2015, Defendant Waters created in DCRA's computer system, which is believed to be cloud based system (hosted at <https://gov.property.info.com>) whose records travel through interstate commerce, a document called "Certificate of Delinquent Costs for Correction of Wrongful Housing Conditions ("First

Improper DCRA Lien”) that was designated with “Assmt Control #. 15-01330.” A copy of the First Improper DCRA Lien is attached as Exhibit O.

204. On or about September 11, 2015, the DCRA recorded the First Improper DCRA Lien, which was electronically signed by Defendant Waters, in the amount of \$3,385,593.31 with the Recorder of Deeds. The First Improper DCRA Lien was assigned document number 2015093640.

205. DCRA records indicate that an unknown co-conspirator put a notation in the file for Case No. 15-1330, another computer record that passes through interstate commerce, that has an “Opened Date” of “09/11/2015” and falsely states that the First Improper DCRA Lien was being filed for: “VIOLATION; BUILDING A BUILDING OVER TOP OF SEWER LINE”, but no such violation type exists.

206. Edge was not given any prior notice about either the creation of, or the filing of, the First Improper DCRA Lien.

207. Edge was not afforded any type of hearing either before or after the First Improper DCRA Lien was recorded as a lien on the Edge Lot.

208. On information and belief, on or about September 11, 2015, Defendant Waters, created another record in DCRA’s computer system, which is believed to be cloud based system (hosted at <https://gov.property.info.com>) whose records travel through interstate commerce, a document called “Certificate of Delinquent Costs for Correction of Wrongful Housing Conditions (“Second Improper DCRA Lien”) that was designated with “Assmt Control #. 15-01331.” A copy of the Second Improper DCRA Lien is attached as Exhibit P.

209. On information and belief, on September 11, 2015, an unknown co-conspirator with DCRA recorded the Second Improper DCRA Lien, which was electronically signed by

Defendant Waters, against the Edge Lot in the amount of \$267,351.00. The Second Improper DCRA Lien was assigned document number 2015093672.

210. The First and Second Improper DCRA Liens each purportedly rely upon D.C. Code § 42-3131.

211. Edge was not given any prior notice about either the creation or the recording of the Second Improper DCRA Lien.

212. Edge was not afforded any type of hearing either before or after the Second Improper DCRA Lien was recorded.

213. The First and Second Improper DCRA Liens were recorded by DCRA in furtherance of the conspiracy.

D.C. Water and the District Take Acts in Furtherance of the Conspiracy  
by Pretending, in Litigation Filed with the D.C. Superior Court,  
That Their Interests are Adverse to Each Other When in Fact They Are Aligned

214. On January 8 or 11, 2016, using CasefileXpress, which is electronic case filing software that enables filings through the internet, D.C. Water filed a Complaint for negligence against nine defendants, which included the District, three entities, and nine individuals (D.C. Super. Ct. Case No. 2016-CA-00187 B) (the “Negligence Litigation”).

215. DCRA knew about the results of the one-call center notice and D.C Water’s response reflected in Ticket No. 13282502 prior to filing the Negligence Litigation against Edge because a copy of that ticket record was produced to DCRA’s counsel and to D.C. Water’s counsel in a response to a request for production and as Exhibit P-106 during the OAH proceedings.

216. In the Complaint, D.C. Water asserted negligence claims against: (a) First Hand, for obtaining the Building Permit without first obtaining a water and availability slip; (b) Bello,



Bello & Associates, LLC, the company hired by First Hand to assist First Hand with obtaining the Building Permit; (c) the District, for actions taken by DCRA employees Aaron Easterling, Stacie Williams, Robert D. Henry, and Justin Bellow, who were allegedly involved with issuance of the Building Permit); (d) Edge, as the entity allegedly responsible for construction of the Building on the Edge Lot; and (e) Mr. Omololu Fatukasi in his individual capacity, as the alleged sole owner and CEO of Edge, who was alleged to be the general contractor responsible for excavation activities.

217. The Complaint failed to disclose: (a) that D.C Water had no easement or other access right on the Edge Lot that was recorded in the chain of title; (b) that D.C Water knew that it was guilty of contributory negligence as a matter of law for not marking the NEBTS as required under the UFPA; (c) that DCRA had already filed two liens for identical damages on the Edge Lot on September 15, 2015; or (d) how D.C. Water had standing to sue for alleged damages to the NEBTS, which is property that D.C. Water knew that it did not own.

218. After the Complaint was filed, and before any defendant sued by D.C. Water had the opportunity to conduct discovery on what, if any, communications had occurred between D.C. Water and DCRA, the District filed a motion for summary judgment. In that motion the District alleged that D.C. Water's negligence claim against the District was barred by D.C. Water's alleged failure to comply with D.C. Code § 12-309. The District attached to its motion what the District claimed was a March 17, 2015 letter from D.C. Water. *See* Exh. L.

219. D.C. Water did not contest the District's motion for summary judgment. Instead of filing an opposition, D.C. Water "conceded" that the District should be dismissed as a Defendant. D.C. Water later filed an Amended Complaint that removed the District as a named defendant.

220. D.C. Water, the District, and their respective lawyers knew that, under well-established case law, a Section 12-309 notice would be liberally construed in favor of the claimant. By its terms, the March 17, 2015 letter indicated that: (a) the alleged injury to the NEBTS (a fifteen foot crack) did not manifest itself until November 22-23, 2014; and (b) D.C. Water did not incur any damages to repair the cracks until sometime after November 23, 2014. So both the date of the alleged injury to the NEBTS (November 22-23, 2014) and the date that D.C. Water incurred damages to repair it (by paying contractors to fix the alleged damages) were within six months of March 17, 2015.

221. D.C. Water “conceded” to giving up on a \$3.8 million dollar claim against the District even though D.C. Water had multiple, colorable arguments that it could have advanced to oppose dismissal of the District as a defendant.

222. The District’s dismissal, and D.C. Water’s alleged failure to timely comply with D.C. Code §12-309, is further evidence of D.C. Water and the District’s collusion, and their illegal attempt to shift the costs of repairing the NEBTS to Edge (and others) and away from D.C. Water and the District.

223. The public filings by the District and by D.C. Water related to the “conceded” dismissal of the District passed through interstate commerce via the internet and by e-mail. On information and belief, the “conceded” dismissal of the District was another act taken in furtherance of the conspiracy.

D.C. Water Sues Pinpoint for Negligence  
But Conceals that Fact, Among Others, from Edge

224. On November 8, 2016, D.C Water filed a complaint for negligence and breach of contract against Pinpoint (D.C. Super. Ct. Case No. 2016 CA-008193).

225. In the Complaint against Pinpoint, D.C. Water affirmatively alleges that PinPoint was negligent for two different reasons: (a) that Pinpoint failed to obtain more information from Edge in response to Edge's notice to the One Call Center; and (b) that Pinpoint responded to that notice with a "clear/no conflict" code. Both of those facts were known by D.C. Water prior to initiating the Negligence Litigation.

226. Under well-established case law in the District, contributory negligence is a bar to recovery on a negligence claim, yet D.C. Water pled in multiple places in the Negligence Litigation that "[D.C Water] did not contribute to its injuries." Those allegations by D.C. Water were either false when made, were made in furtherance of the conspiracy against Edge, or were made with reckless disregard for the truth.

**DCRA Officials Take Additional Acts in Furtherance  
of the Conspiracy by Refusing to Respond to FOIA Requests and  
Fabricating Tall Tales About Records Related to the Fraudulent Condemnation Order**

227. On November 15, 2016, a Legal Assistant with counsel for Edge submitted a FOIA request to DCRA seeking "[C]opies of the any and all documents, communications, and records, including but not limited to Certificate of Order of Condemnation for Insanitary Building and all attachments, notices of violations and other enforcement actions, for 1744 D Street, N.E. (Square 4546, Lot 0168). from the period January 1, 2014 to the present." The first FOIA request was assigned FOIA Request # 2017-FOIA-00608.

228. In response to FOIA Request # 2017-FOIA-00608, the DCRA produced documents filed in the OAH Proceedings, but DCRA produced no records related to the Fraudulent Condemnation Order or the "Certificate of Insanitary Conditions that was on file with the Board."

229. In response to FOIA Request # 2017-FOIA-00608, DCRA produced an e-mail sent to multiple DCRA officials that indicated that “an agreement had been reached between DCRA and D.C. Water to raze the Building.” However, no records related to the “agreement” were produced by DCRA, nor did DCRA submit either a Vaughn index or any written correspondence claiming any FOIA exemptions.

230. Because no records related to the “agreement” had ever been produced by DCRA, on January 25, 2017, a Legal Assistant with counsel for Edge submitted a second FOIA request to DCRA seeking public records related to: (i) The Mayor’s Delegation of Power under D.C. Code §§ 6-801(a); (a-1), and (a-2); (ii) the “agreement” between DCRA and D.C. Water that allowed D.C. Water to use Celtic to raze the building; and (iii) DCRA’s “examination of the building” in which DCRA “determined that the structure had to be razed” and (iv) when DCRA, if ever, reimbursed D.C. Water for the costs of razing the building. The second FOIA request was assigned FOIA Request # 2017-FOIA-01640.

231. Although the District’s FOIA portal indicates that the second FOIA request was “Assigned for Processing” soon after it was filed, to date DCRA has not produced any responsive documents.

232. On February 9, 2017, counsel for Edge submitted a third FOIA request to DCRA seeking all public records related to the Fraudulent Condemnation Order, which was assigned FOIA Request # 2017-FOIA-01824.

233. Although the DC FOIA portal indicated that FOIA Request # 2017-FOIA-01824 was “Assigned for Processing” soon after it was filed, to date DCRA has not produced any records in response to FOIA Request # 2017-FOIA-01824.

234. Because the District was not responding to multiple FOIA requests, and because it was feared that DCRA co-conspirators would begin destroying or altering public records, on February 23, 2017, a Legal Assistant with Edge's counsel went to DCRA to try to review the paper file for records related to the Fraudulent Condemnation Order, such as the "Certificate of Insanitary Conditions on file with the Board." But during that visit, a DCRA representative indicated that records related to the Fraudulent Condemnation Order were stored locally on a hard drive that had crashed, before they were transferred to DCRA's system, and the records from that "crashed" computer could not be recovered. About fifteen minutes later, the DCRA representative gave the Legal Assistant a document entitled "NOTICE OF CANCELLATION" for "Certificate of Order of Condemnation for Insanitary Building", a copy of which is attached as Exhibit Q ("Cancellation Certificate").

235. The Cancellation Certificate, which was also created by DCRA in its cloud based computer system, was signed by hand by Loris S. Parris, Deputy Director of DCRA, and was recorded, is another record that travelled through interstate commerce.

236. The Cancellation Certificate referenced the Fraudulent Condemnation Order, and again falsely indicates: (a) that the Building on the Edge Lot had been previously "CONDEMNED"; (b) that the BCIB made such a formal finding; (c) that there is a "Certificate of Insanitary Conditions on file with the Board"; (d) that "the Board re-inspected the Property on 4/25/16"; and (e) that "the Owner had complied with the Order of condemnation in that the building/structure has been repaired/razed/removed and that the Board has approved the work."

237. On information and belief, the representations made by the DCRA representative on February 23, 2017 about the "crashed" computer and the clear implication that actual records once existed to support the Fraudulent Condemnation Order were all false when made. The false

representations set forth in the Cancellation Certificate were also known to be false when made, were made in furtherance of the conspiracy, and were made in an attempt to cover up facts related to the improper issuance and recording of the Fraudulent Condemnation Order.

238. On February 23, 2017, counsel for Edge submitted another FOIA request to DCRA to correct the uploading of an attachment. That fourth request was assigned FOIA Request # 2017-FOIA-02030. FOIA Request # 2017-FOIA-02030 sought the same records as FOIA Request # 2017-FOIA-01824, i.e., all backup documents related to the Fraudulent Condemnation Order.

239. Although the District's FOIA portal indicated that FOIA Request # 2017-FOIA-02030 was "Assigned for Processing" soon after it was filed, to date DCRA has not produced any documents in response to that request.

240. DCRA's failure to respond to multiple FOIA requests are further efforts taken by DCRA in furtherance of the conspiracy as DCRA is still actively trying to cover-up evidence and to prevent Edge from exposing who was behind the creation and issuance of the Fraudulent Condemnation Order.

The District's Intentional Delay Tactics, and D.C. Water and DCRA's Continuing Refusal to Produced Relevant Documents in Furtherance of the Conspiracy

241. In response to a request for production of documents served by Bello on D.C. Water on June 17, 2016, which responsive documents D.C. Water indicated it could not produce until after the issuance of a protective order, on November 18, 2016, D.C. Water made a "document dump" to Edge by a share file upload of hundreds of computer files that contained thousand pages of documents. But the bulk of documents in that production were public filings from the OAH Proceedings. D.C. Water *did not* produce with its document dump either: (a) the Complaint filed against Pinpoint; (b) a single e-mail between it and DCRA; (c) a single e-mail

from any D.C. Water employee to anyone; or (d) a “Memorandum of Understanding” between D.C. Water and DCRA that was being discussed and negotiated with the Executive Office of the Mayor in mid-January 2015.

242. On December 16, 2016, just a few days after Edge had recently served comprehensive written discovery requests on D.C. Water, which included specific requests requiring D.C. Water to produce all communications with DCRA, the District filed a Notice of Removal of the Negligence Litigation to the U.S. District Court for the District of Columbia. The District knew that by removing the case, the jurisdiction of the D.C. Superior Court to hear the Negligence Litigation would be automatically suspended, and that the parties’ discovery obligations could be delayed for months until after a federal judge was assigned to the case, reviewed the record, and determined whether removal of the case was proper.

243. After the case was removed, the District failed to timely respond to Edge’s pending Third-Party Complaint against the District. On information and belief, the District removed the case solely for purposes of delay.

244. The District’s removal decision, later withdrawn, furthered the ongoing conspiracy as it delayed D.C. Water’s responses to Edge’s discovery requests, increased the litigation costs to Edge, and further prevented Edge from exposing the full scope and extent of the conspiracy between D.C. Water and DCRA.

245. The DCRA’s continuing refusal to produce documents in response to multiple FOIA requests related to both the Fraudulent Condemnation Order, multiple enforcement actions taken against Edge under color of law, and the “agreement” that DCRA reached with D.C. Water to raze the building, are additional steps that the District and DCRA have taken in furtherance of the conspiracy against Edge.

246. At the same time both D.C. Water and DCRA were intentionally, and unlawfully, withholding the production of publicly available documents from Edge related to the “agreement” that was reached between them to raze the Building, D.C. Water’s lawyers argued in a motion to dismiss filed with this Court that Edge’s claim for conspiracy to violate due process was barred because Edge failed to include facts about the very same “agreement” that both D.C. Water and DCRA had intentionally prevented from being disclosed to Edge.

247. In furtherance of the conspiracy, to date D.C. Water has failed and refused to produce to Edge, other than a handful of letters (most of which that Edge already had), its e-mail communications with DCRA, with the Mayor’s office, and with other District officials either before, during, or after the raze proceedings.

248. D.C. Water’s counsel has to date not responded to multiple e-mails from Edge’s counsel about the production of clearly relevant documents related to inspections of the NEBTS and the “agreement” that D.C. Water reached with DCRA.

249. DCRA, D.C. Water, and each individual defendant s’ intentional misconduct, DCRA’s employees’ criminal conduct in creating, recording, disseminating, and publishing the Fraudulent Condemnation Order, DCRA’s acceptance without examination of D.C. Water’s representations regarding the depth of the NEBTS and the cause of any damages to it, the making of repeated false representations that there was an easement for the NEBTS on the Edge Lot, the subsequent cover-up, the complicity in D.C. Water’s willful destruction of evidence, the filing of multiple liens on the Edge Lot that included costs not properly attributed to Edge, without notifying Edge, and without allowing Edge a hearing to challenge those liens, the conspiracy to violate Edge’s substantive due process rights, its procedural due process rights, and other constitutional rights, the collusion between D.C. Water and DCRA, the filing of the



Negligence Litigation, which appears to have been filed as a ruse to create the false impression that the District was adverse to D.C. Water in the Negligence Litigation when, in fact, their interests were aligned by a conspiracy, and DCRA and D.C. Water's deliberate refusal to produce documents under FOIA and in response to valid discovery requests, are all part of the ongoing conspiracy against Edge.

250. The facts, actions, conduct, and criminal misconduct described in the Complaint, most of which were undertaken under color of law and deprived Edge of established property rights and honest services, rises to such an extreme deviation from the ordinary standard of care that it shocks the conscience, was wanton, was willful, and was done with reckless disregard of, or with conscious and deliberate indifference to, the rights of Edge.

### COUNT I

#### VIOLATION OF SUBSTANTIVE DUE PROCESS

(THIS COUNT IS ASSERTED AGAINST ALL DEFENDANTS EXCEPT CELTIC)

251. Edge incorporates Paragraphs 1 through 250 by reference.

252. This Count is brought pursuant to 42 U.S.C. § 1983.

253. The Fraudulent Condemnation Order, the raze notices, the First Improper DCRA Lien, the Second Improper DCRA Lien, and the Cancellation Certificate were each issued under color of law, and with the specific intent to defraud and to damage Edge.

254. D.C. Water, DCRA, and each person that approved or signed the raze notices knew before issuing the raze notices that no easement or covenant of record existed that gave the District a right to enter onto the Edge Lot to inspect, maintain, or repair the NEBTS.

255. The District was derelict in failing to obtain an easement or covenant from any prior owner and from Edge itself.

256. DCRA also knew, or should have known, well before any raze notices were issued, that before construction of the Building started, that the one-call center had notified Mr. Anifajale that no D.C. Water facilities were impacted by the construction.

257. DCRA knew, or should have known, that the Building was constructed in accordance with the District's Building and Construction Codes and had passed all required inspections.

258. DCRA knew, or should have known, that D.C. Water and the District had been derelict in not implementing a regular inspection, maintenance and repair program for the NEBTS since D.C. Water was first created.

259. DCRA should have known that neither D.C. Water nor DRCA had a common law, statutory, or regulatory right to revoke either the Building Permit or the Revised Building Permit or to undertake, through issuance of a raze notice, the demolition of the Building.

260. Upon information and believe, no statute or regulation exists that empowers the District to refuse issuance of a building permit, or to demolish a structure built above a sewer, irrespective of whether or not the structure poses a genuine risk to an underground sewer line.

261. D.C. Water and DCRA, and each individual defendant, knowingly and intentionally undertook to deprive Edge of both a pre-deprivation and a post-deprivation hearing that would have allowed Edge the opportunity to contest: (a) the validity and adequacy of the raze notices; (b) whether the Mayor's authority had been properly delegated under the D.C. Code sections that were cited; (c) D.C. Water's plan to demolish the Building' (d) whether the Building posed an any imminent danger; and the validity of the Fraudulent Condemnation Order, the First Improper DCRA Liens, and the Second Improper DCRA Lien.

262. D.C. Water and DCRA undertook to blame Edge for the damages to the NEBTS when it was in fact their own dereliction of duties that caused those damages.

263. D.C. Water instituted the Negligence Action to attempt to further cover-up the fact that both it and DCRA had proceeded all along in an unlawful and unconstitutional manner.

264. Both DCRA and D.C. Water, and their employees and lawyers, have either refused to respond to, or only partially responded to, Freedom of Information Act requests and discovery requests in order to prevent Edge from learning about the details of their unlawful conduct, which refusal is ongoing.

265. D.C. Water, DCRA, and the individual defendants knew, or should have known, that the only legal course of action available to them against Edge was eminent domain.

266. On information and belief, D.C. Water's attorneys have deliberately withheld producing documents to Edge in the OAH proceedings and the Negligence Litigation related to the conspiratorial agreement between D.C. Water and DCRA, and prior and ongoing communications related thereto, because they know that the production of those documents would unveil the ongoing conspiracy and expose the names of the additional individuals who are co-conspirators.

267. The conduct of the individual defendants was done in bad faith, was corrupted by the personal motives of the officials, and violated several clearly established statutory and federal constitutional rights of Edge, which established rights a reasonable person would have known.

268. There is an affirmative link between the Defendants' conduct in violating Edge's due process rights and the damages suffered by Edge.

269. The Defendants conduct in violating Edge's constitutional rights was both egregious and gravely unfair as they deliberately flouted the law in order to trammel significant property rights of Edge.

270. Pursuant to §§ 42 U.S.C. 1983 and 1988, Edge is entitled to recover its damages, losses and expenses, including lost profits and attorney's fees, resulting from the foregoing violations of its constitutional rights.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count I this Honorable Court enter judgment in its favor and against all Count I Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) reasonable attorney's fees pursuant to 42 U.S.C. §§1983 and 1985;
- (d) punitive damages of \$2 million against all Count I Defendants except the District;
- (e) costs; and
- (f) such other further relief as may be proven at trial and as may be just and proper.

COUNT II  
VIOLATION OF PROCEDURAL DUE PROCESS  
(THIS COUNT IS ASSERTED AGAINST ALL DEFENDANTS)

271. Edge incorporates Paragraphs 1 through 270 by reference.

272. The statutory provisions cited in the April 22, 2015 Raze Notice, and the U.S. Constitution, required that DCRA, the Mayor, and/or D.C. Water afford Edge a hearing to contest the notice, and the notice itself should have informed Edge of its right to a hearing. No such hearing was ever offered or provided to Edge.

273. Neither the Building Permit, the Revised Building Permit, the Building, nor the Edge Lot could be taken or impaired without Edge being afforded either a pre-deprivation hearing, or, had a true imminent danger existed, a post-deprivation hearing.

274. Neither DCRA nor D.C. Water afforded Edge a hearing to contest D.C. Water's actions either before or after D.C. Water entered on to the Edge Lot and then razed the Building.

275. Celtic, although a private corporation, was acting under color of law when it demolished the building because it was either assisting a government agency in carrying out an unlawful action, engaging in prohibited conduct with the government, or had become an instrumentality of government power.

276. The Defendants have violated Edge's rights under the Fourth and Fifth Amendments to the U.S. Constitution by seizing and demolishing the Building without probable cause and without due process of law.

277. Pursuant to §§ 42 U.S.C. 1983 and 1988, Edge is entitled to recover its damages, losses and expenses, including lost profits and attorney's fees, resulting from the foregoing violations of its constitutional rights.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count II this Honorable Court enter judgment in its favor and against all Count II Defendants as follows for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) punitive damages of \$2 million against all Count II Defendants except the District and Celtic;
- (d) reasonable attorney's fees pursuant to 42 U.S.C. § 1988(b);

(e) costs; and

(f) such other further relief as may be proven at trial and as may be just and proper.

COUNT III

CONSPIRACY TO VIOLATE AND DEPRIVE EDGE'S DUE PROCESS RIGHTS  
(THIS COUNT IS ASSERTED AGAINST ALL DEFENDANTS EXCEPT CELTIC)

278. Edge incorporates Paragraphs 1 through 277 by reference.

279. Edge had vested property rights in the Edge Lot, in the Building Permit, the Revised Building Permit, and in the Building that were harmed by the Defendants' conduct.

280. DCRA, in coordination and collusion with D.C. Water, and with each individual defendant named herein, has conspired to violate Edge's constitutional rights to due process and to deprive Edge of those rights.

281. Edge has been damaged by the Defendants' conspiracy to violate Edge's constitutional rights.

282. The conduct by the individual defendants indicates that they may have acted in accordance with an official policy, practice, and custom to seize and raze private property without due process of law, and, if true, that policy, practice and custom could be fairly attributable to both the District and to D.C. Water.

283. The conduct of the Defendants has proximately caused the deprivation of Edge's constitutional and property rights.

284. The Defendants' conduct in violating Edge's constitutional rights was both egregious and gravely unfair as they deliberately flouted the law in order to trammel significant property rights of Edge.

285. The individual defendants' conduct was motivated by either a personal animus to harm Edge, to protect their jobs, or to cover up the misdeeds and the illegal activity committed by themselves, by their co-workers, and by DCRA and D.C Water's attorneys.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count III this Honorable Court enter judgment in its favor and against all the Count III Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) reasonable attorney's fees pursuant to 42 U.S.C. §§1988(b);
- (d) punitive damages of \$2 million against all Count III Defendants except the District);
- (e) costs; and
- (f) such other further relief as may be proven at trial and as may be just and proper.

COUNT IV  
UNCONSTITUTIONAL TAKINGS OF PRIVATE PROPERTY  
(THIS COUNT IS ASSERTED AGAINST THE DISTRICT AND D.C. WATER)

286. Edge incorporates Paragraphs 1 through 285 by reference.

287. The District, in collusion with D.C Water, has subjected Edge to private takings and to takings without just compensation.

288. The takings have included a taking of the Building Permit, the Revised Building Permit, the Building, and a portion of the Edge Lot.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count IV this Honorable Court enter judgment in its favor and against the Count IV Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) reasonable attorney's fees pursuant to 42 U.S.C. §1988(b);
- (d) costs; and
- (e) such other further relief as may be proven at trial and as may be just and

proper.

#### COUNT V

#### VIOLATION OF THE FIFTH AMENDMENT - INVERSE CONDEMNATION (THIS COUNT IS ASSERTED AGAINST THE DISTRICT AND D.C. WATER)

289. Edge incorporates Paragraphs 1 through 288 by reference.

290. By virtue of NEBTS traversing the Edge Lot without the District or D.C. Water having reserved or acquired an easement or right of way for it to be there, the District and D.C. Water have taken and occupied a portion of the Edge Lot for public use without just compensation.

291. The District and D.C. Water's demolition of the Building constituted a taking of Edge's property for public use without compensation in violation of its rights guaranteed by the Fifth Amendment to the Constitution.

292. Pursuant to 42 U.S.C. §§ 1983 and 1988, Edge is entitled to compensation for both the demolition of the Building and the District and D.C. Water's use of the portion of the Edge Lot without having to condemn that portion traversed by the NEBTS and damages,



including lost profits and its attorney's fees, resulting from the demotion of the Building in violation of the Fifth Amendment to the U.S. Constitution.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count V this Honorable Court enter judgment in its favor and against the Count V Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) reasonable attorney's fees pursuant to 42 U.S.C. §1988(b);
- (d) costs; and
- (e) such other further relief as may be proven at trial and as may be just and

proper.

#### COUNT VI

#### RACKETEERING INFLUENCED AND CORRUPT ORGANIZATION ACT § 1962(c) (THIS COUNT IS ASSERTED AGAINST ALL INDIVIDUAL DEFENDANTS)

293. Edge incorporates paragraphs 1- 292 by reference.

294. This count is brought pursuant to 18 U.S.C. §1962(c) against Defendant Nos. 3-9 and 11 ("Count VI Defendants").

295. The Count VI Defendants are associated in fact with an enterprise this is engaged in, and whose activities affect, interstate commerce.

296. The Count VI Defendants are all culpable persons that are associated in fact with the enterprise.

297. The Count VI Defendant agreed to and did conduct and participate in the conduct of the enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding Edge and others.

298. Pursuant to and in furtherance of their fraudulent scheme, the Count VI Defendants committed multiple related acts of racketeering activity.

299. The pattern of racketeering activity has been continuous and was directed to one more economic or other identifiable goals, such as: to deprive Edge (and others) of honest services; to demolish Edge's building; and to cover-up illegal activity, fraudulent activity, and other misconduct.

300. Defendants Davidson, Starke, and one or more unknown DCRA co-conspirators participated in the creation, dissemination, and publication of the Fraudulent Condemnation Order.

301. The creation, recording, and sending of the Fraudulent Condemnation Order constituted a criminal, predicate act of both common law fraud and wire fraud under 18 U.S.C. § 1343.

302. Edge relied upon the e-mail sent by Mr. Starke on December 4, 2014 and the Fraudulent Condemnation Order included with that e-mail.

303. Defendant Sabbakhan and one or more unknown DCRA co-conspirators participated in the creation, signing of, and sending of each the raze notices to Edge and to others, each of which contained false statements.

304. Each issuance of a raze notice to Edge constituted a separate criminal, predicate acts of common law fraud, mail fraud under 18 U.S.C. § 1346, and wire fraud under 18 U.S.C. § 1343.

305. Unknown D.C. Water Co-Conspirator No. 1 participated in the enterprise by falsely representing that D.C. Water had an easement on the Edge Lot.

306. Defendant Hawkins participated in the enterprise by sending multiple letters to DCRA through the mail and by e-mail, and those communications constituted separate, criminal, predicate acts of common law fraud, mail fraud under 18 U.S.C. § 1346, and when sent by e-mail, wire fraud under 18 U.S.C. § 1343.

307. On information and belief, Defendant Hawkins directed D.C. Water subordinates to pursue the demolition of the Building knowing that DCRA and D.C. Water had no right to do so, and he also authorized the filing of the Negligence Litigation.

308. Defendant Waters and one or more unknown DCRA co-conspirators participated in the creation and recording of the First Improper DCRA Lien and the Second Improper DCRA lien.

309. The creation and recording of the First Improper DCRA Lien, and the electronic communications related thereto, constituted additional criminal, predicate acts of both common law fraud and wire fraud under 18 U.S.C. § 1343.

310. The creation and recording of the Second Improper DCRA Lien, and the electronic communications related thereto, constituted additional criminal, predicate acts of both common law fraud and wire fraud under 18 U.S.C. § 1343.

311. The creation and recording of the Cancellation Certificate by an unknown DCRA co-conspirator, and the multiple false statements made about it, constituted an additional, criminal predicate act of both common law fraud and wire fraud under 18 U.S.C. § 1343.

312. Additional unknown co-conspirators were part of the association in fact enterprise and have participated in an ongoing cover-up of the actions taken in furtherance of the enterprise.

313. The multiple criminal, fraudulent predicate acts take by the Count VI Defendants were all taken under color of law, denied Edge (and others) of honest services, and were not isolated events.

314. The Count VI Defendants' enterprise and the cover-up has occurred over a period of approximately two years and six months and is ongoing.

315. By reason of the enterprise and the predicate acts committed, Edge has been deprived of its property rights and of the right to honest services.

316. By reason of the enterprise, multiple victims, including Edge, Mr. Omololu Fatukasi, several defendants named in the Negligence Litigation, and additional persons subject to subpoenas have been harmed.

317. The enterprise has affected interstate commerce by causing Edge (and others) to incur litigation and other expenses, causing Edge to hire engineers and consultants, preventing Edge from hiring persons to complete the plumbing and sewer connections in its Building, preventing Edge from listing the Edge Lot for sale, preventing Edge from selling the Edge Lot, and preventing persons from purchasing and using the Building that was razed on the Edge Lot.

318. The acts committed by the Count VI Defendants were committed willfully, or with actual knowledge of the fraudulent activities.

319. The acts committed by the Count VI Defendants have the same or similar purposes, results, participants, victims, methods of commission, and are related by common distinguishing characteristics.

320. The Count VI Defendants have, directly and indirectly, conducted and participated in the conduct of the enterprise's affairs through the pattern of racketeering and activity described above, in violation of 18 U.S.C. § 1962(c).

321. Edge is a person that has sustained injury to its business and to its property by reason of defendant's violation of 18 U.S.C. § 1962(c).

322. As a direct and proximate result of the Count VI Defendants' racketeering activities and violations of 18 U.S.C. § 1962(c), Edge has have been injured in its business as Edge's building was demolished and the Edge Lot has been reduced in value.

323. There is a threat of continuing fraudulent and criminal conduct under the enterprise, and by all persons associated in fact with the enterprise, because DCRA could try to enforce the First and Second Improper DCRA Liens.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count VI this Honorable Court enter judgment in its favor and against the Count VI Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) treble damages pursuant to 18 U.S.C. 1964(c);
- (d) reasonable attorney's fees pursuant to 18 U.S.C. 1964(c);
- (e) costs; and
- (f) such other further relief as may be proven at trial and as may be just and

proper.

#### COUNT VII

RACKETEERING INFLUENCED AND CORRUPT ORGANIZATION ACT § 1962(d)  
(THIS COUNT IS ASSERTED AGAINST THE COUNT VI DEFENDANTS)

324. Edge incorporates paragraphs 1- 323 by reference.

325. This count is brought pursuant to 18 U.S.C. §1962(d).

326. As set forth above, the Count VI Defendants agreed and conspired to violate 18

U.S.C. § 1962(c).

327. The Count IV Defendants have intentionally conspired and agreed to, directly and Indirectly, participate in the conduct of the affairs of the enterprise through a pattern of racketeering activity. The Count VI Defendants knew that their predicate acts were part of a pattern of racketeering activity and agreed to the commission of those acts to further the schemes described above. Their conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(c) in violation of 18 U.S.C. § 1962(d).

328. As direct and proximate result of the Count VI Defendants' conspiracy, the overt acts taken in furtherance of that conspiracy, and violations of 18 U.S.C. § 1962(d), Edge has been injured in its business and property in that Edge's building was demolished, Edge cannot build a building on the Edge Lot and the Edge Lot has been reduced in value.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count VII this Honorable Court enter judgment in its favor and against all Count VII Defendants for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) reasonable attorney's fees pursuant to 18 U.S.C. 1964(c);
- (d) treble damages pursuant to 18 U.S.C. 1964(c);
- (e) costs; and
- (f) such other further relief as may be proven at trial and as may be just and

proper.

COUNT VIII

DECLARATORY JUDGMENTS

(THIS COUNT IS ASSERTED AGAINST DEFENDANTS THE DISTRICT AND D.C. WATER)

329. Edge incorporates paragraphs 1-328 by reference.

330. There is an actual and justiciable controversy between Edge, the District, and D.C. Water as to whether D.C. Code § 6-801(a) afforded due process to Edge as it does not provide for either a pre-deprivation or a post-deprivation hearing.

331. There is an actual and justiciable controversy between Edge, the District, and D.C. Water as to whether The Mayor's Authority under D.C. Code § 6-801(a) was properly delegated to DCRA.

332. If the Court determines that there was a proper delegation of authority by the Mayor to DCRA under D.C. Code § 6-801(a), there is an actual and justiciable controversy between Edge, the District, and D.C. Water as to whether DCRA was required under D.C. Code § 6-801(a) to conduct an examination of both the Building and the NEBTS before the Building was razed.

333. There is an actual and justiciable controversy between Edge, the District, and D.C. Water as to whether D.C. Water could lawfully raze the Building.

334. There is an actual and justiciable controversy between Edge, the District, and D.C. Water as whether the Fraudulent Condemnation Order, the First Improper DCRA Lien, and the Second Improper DCRA Lien were improperly recorded and whether the liens can be enforced because those liens were filed in violation of Edge's due process rights.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count VIII this Honorable Court enter declaratory judgments in its favor and against the Count VIII Defendants determining that:

(a) D.C. Code § 6-801(a) is unconstitutional on its face as it does not provide for either a pre- or post-deprivation hearing, and it does not otherwise comport with due process guaranteed by the U.S. Constitution;

(b) there was never any proper delegation of authority by the Mayor to DCRA under D.C. Code § 6-801(a), and even if the Court determines that there was a proper delegation of authority by the Mayor to DCRA under D.C. Code § 6-801, DCRA did not conduct any examination of the Building or the NEBTS before the Building was razed, which examination was mandated by the express terms of § 6-801(a);

(c) D.C. Water was not authorized by law to raze the Building; and

(d) the Fraudulent Condemnation Order, the First Improper DCRA Lien, and the Second Improper DCRA Lien were improper and the latter liens cannot be enforced because those liens were filed in violation of Edge's due process rights.

(e) entering an award of costs; and

(f) issuing such other further declaratory relief as may be proven at trial and as may be just and proper.

### COUNT IX

#### NEGLIGENT SUPERVISION

(THIS COUNT IS ASSERTED ONLY AGAINST THE DISTRICT)

335. Edge incorporates paragraphs 1- 334 by reference.

336. Had Defendants 4-6 and 8-9 been properly supervised, the issuance of the Fraudulent Condemnation Order would have either been prevented or discovered before February 23, 2017.



337. Had Defendants 4-6 and 8-9 been properly supervised, the issuance of the raze notices containing false information and that denied due process would have either been prevented or discovered before the raze notices were issued.

338. Had Defendants 4-6 and 8-9 been properly supervised, the issuance of the Cancellation Certificate would have either been prevented or discovered.

339. DCRA knew, or should have known, that its employees were behaving in an illegal or otherwise incompetent manner.

340. DCRA had actual or constructive knowledge that its employees were behaving in an illegal or otherwise incompetent manner.

341. DCRA failed to adequately supervise its employees.

342. DCRA's failure to adequately supervise its employees has proximately caused Edge to suffer damages.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count IX this Honorable Court enter judgment in its favor and against the District for:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) costs; and
- (d) such other further relief as may be proven at trial and as may be just and

proper.

COUNT X  
NEGLIGENCE

(THIS COUNT IS ASSERTED ONLY AGAINST D.C. WATER)

343. Edge incorporates Paragraphs 1 through 342 by reference.

344. Under the UFPA, D.C. Water had the duty to notify Edge of the location of its underground facilities in response to the once-call center notice that was assigned Ticket No. 13282502.

345. D.C. Water breached its duty under the UFPA by failing to either mark, stake or provide the approximate location of the NEBTS either prior to the start of excavation or at any other time during the course of construction of the Building from May 30 – December 1, 2013.

346. D.C. Water breached its duty under the UFPA by allowing Pinpoint to respond to Ticket No. 13282502 with a finding of “Clear/No Conflict.”

347. Had D.C. Water complied with its duties under the UFPA, Edge would have not gone forward with either excavation on the Edge Lot or with construction of the Building on the Edge Lot.

348. D.C. Water was otherwise negligent for failing to maintain that portion of the NEBTS that lies underneath the Edge Lot.

349. D.C. Water’s breach of its duties under the UFPA and otherwise have proximately caused Edge to suffer damages.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count X this Honorable Court enter judgment in its favor and against D.C. Water as follows:

- (a) damages of not less than \$3 million;
- (b) pre-judgment and post judgment interest;
- (c) punitive damages of \$2 million;
- (d) an award of costs; and
- (e) such other and further relief as may be proven at trial and as may be just and proper.

COUNT XI  
TRESPASS

(THIS COUNT IS ASSERTED AGAINST THE DISTRICT, D.C. WATER, AND CELTIC)

350. Edge incorporates Paragraphs 1 through 349 by reference.

351. D.C. Water has, to date, never obtained or recorded any document, such as an easement, right-of way, servitude, or covenant with the District's land records that would constitute public notice that a major sewer line installed and owned by the District was located underneath the Edge Lot.

352. The District has, to date, never obtained or recorded any document, such as an easement, right-of way, servitude, or covenant with the District's land records that would constitute public notice that a major sewer line installed and owned by the District was located underneath the Edge Lot.

353. Edge has the exclusive right to use the Edge Lot.

354. DCRA and D.C. Water, without legal claim of right, allowed and/or caused its agents, contractors (including Celtic), and the NEBTS to enter upon and physically occupy the Edge Lot.

355. Celtic had a duty to investigate whether its physical presence on the Edge Lot to demolish the building was authorized by law or was done with Edge's consent.

356. Had Celtic complied with its a duty to investigate whether its physical presence on the Edge Lot to demolish the building was authorized by law or was done with Edge's consent, Celtic would have learned that: (a) it was not authorized by law to demolish the Building; and (b) Edge did not consent to Celtic's presence on the Property for any purpose, including for the purpose of demolition of the Building.

357. The interference with Edge's property rights constitutes a trespass.

358. Edge has been damaged by the multiple instances of trespass on to the Edge Lot and the trespass by that part of the NEBTS that runs under the Edge Lot.

359. Edge has been damaged by, and continues to be damaged by, the District's and D.C. Water's trespass, which trespass is continuing and has occurred without Edge's authorization or consent.

360. The continuing trespass on the Edge Lot by the District and D.C. Water is willful and unlawful.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count XI this Honorable Court enter judgment in its favor and against the District, D.C. Water, and Celtic for:

- (a) damages of not less than \$3 million
- (b) pre-judgment and post judgment interest;
- (c) punitive damages of \$2 million against Defendant D.C Water;
- (d) an award of costs; and
- (e) issuing such other further relief as may be proven at trial and as may be just and proper.

COUNT XII  
(QUIET TITLE)

(THIS COUNT IS ASSERTED AGAINST THE DISTRICT AND D.C. WATER)

361. Edge incorporates paragraphs 1- 360 by reference.

362. At the time Edge purchased the Edge Lot from First Hand, there was neither an easement, nor any other encumbrance of record, that allowed the NEBTS to be on, or run under, the Edge Lot.

363. As of May 10, 2013, Edge was a bona fide purchaser of the Edge Lot as Edge purchased the Edge Lot for value from First Hand without notice of the NEBTS being on, or running under, the Edge Lot.

364. Edge is entitled to have title to the Edge Lot quieted such that Edge is vested with an absolute fee simple interest in the Edge Lot.

365. Edge is entitled to have title to the Edge Lot quieted such that neither DC, nor anyone acting on its behalf, including D.C. Water, has any right use any part of the Edge Lot, either for location of the NEBTS or for purposes related to the operation of the NEBTS.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count XII this Honorable Court enter an order: (a) determining that Edge Investment, LLC is the sole legal owner of the Edge Lot and the soil that lies beneath it; (b) that Edge holds title to the Edge Lot free and clear of any claim by the District, including any claims under the Fraudulent Condemnation Order, the First Improper DCRA Lien, the Second DCRA Lien, and the Cancellation Certificate; and (c) requiring that DCRA publicly record among the District land records an appropriate document disclosing that the documents listed in subparagraph (b) were improperly recorded by DCRA.

### COUNT XIII

#### INJUNCTIVE RELIEF - TO ENJOIN A CONTINUING TRESPASS (THIS COUNT IS ASSERTED AGAINST THE DISTRICT AND D.C. WATER)

366. Edge incorporates paragraphs 1- 365 by reference.

367. The District and D.C. Water have engaged in conduct that directly and substantially interferes with Edge's rights to exclusive possession of, and use of, the Edge Lot.

368. The District and D.C. Water, if not stopped, will cause irreparable harm to Edge.

369. Edge does not have an adequate remedy at law because its possession rights involve the Edge Lot, which is real property that is considered to be unique.

370. Edge does not have an adequate remedy at law because some or all of the damages that Edge has suffered, and will continue to suffer if the District's and D.C. Water's trespass is not enjoined, cannot be compensated by an award of monetary damages.

WHEREFORE, the Plaintiff, Edge Investment, LLC, respectfully requests that under Count XIII this Honorable Court enter an order that that enjoins the District and D.C. Water from their continuing trespass.

**DEMAND FOR A JURY TRIAL**

Edge Investment, LLC demands a trial by jury as to all claims asserted in its Complaint for which a jury trial is allowed under the law.

Respectfully submitted,

GREENSTEIN DELORME & LUCHS, P.C.

Dated: April 6, 2017

/s/ James D. Sadowski

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