



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION – CIVIL ACTIONS BRANCH
500 INDIANA AVENUE NW, Room 5000
WASHINGTON, DC 20001

Date: **08/26/2024**

The Honorable Angela Caesar, Clerk
United States District Court for the District of Columbia
3rd and Constitution Avenue, Washington, D.C. 20001

In Re: **National Association of Consumer Advocates, Inc. v. Gemini Trust
Company LLC**



Civil Action Number: **2024-CAB-003999**

U.S. District Number: **1:24-cv-02356**

Dear Ms. Angela Caesar:

Transmitted herewith are all of the pleadings filed in the above captioned case pursuant to a Petition for Removal Filed in the District of Columbia Superior Court on **08/14/2024** . A certified copy of the docket entries is also enclosed.

Please acknowledge receipt of our file on a duplicate copy of this letter, and return it to this Court.

Sincerely,

Joy Jefferson, Branch Chief
Civil Actions Branch

Completed By: Antonia Taylor

CASE SUMMARY
CASE SUMMARY
CASE No. 2024-CAB-003999

National Association of Consumer Advocates, Inc. v.
Gemini Trust Company LLC

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Location: Civil Actions
Judicial Officer: McKenna, Juliet J
Filed on: 06/26/2024
U.S. District Court Case Number: 1:24-cv-02356

CASE INFORMATION

Statistical Closures

08/30/2024 Notice of Removal to USDC
08/14/2024 Notice of Removal to USDC

Case Type: Statutory Claim
Subtype: Consumer Protection Act

Case Status: 08/30/2024 Closed

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number 2024-CAB-003999
Court Civil Actions
Date Assigned 06/26/2024
Judicial Officer McKenna, Juliet J

A TRUE TEST COPY

Clerk, Superior Court of
the District of Columbia

By: A. Taylor
Deputy Clerk

Date: August 30, 2024



PARTY INFORMATION

Plaintiff

National Association of Consumer Advocates, Inc.

Attorneys

Silva, Peter, II
Retained

510-254-6808(W)

Aizpuru, Katherine M
Retained

202-973-0900(W)

Defendant

Gemini Trust Company LLC

Bosse, Andrew Curtis
Retained

757-916-5771(W)

DATE

EVENTS & ORDERS OF THE COURT

EVENTS

08/30/2024 Case Closed. Notice of Removal. Notices Mailed
08/30/2024 Notice of Removal Processed and Forwarded to USDC
08/14/2024  Notice of Removal to US District Court
Docketed on: 08/15/2024
Party: Defendant Gemini Trust Company LLC
08/13/2024  Notice to Court (Praecipe) to Enter Appearance Filed
Attorney Andrew Bosse
Docketed On: 08/13/2024
Filed By: Defendant Gemini Trust Company LLC
08/06/2024  Notice to Court (Praecipe) to Enter Appearance Filed
Notice of Appearance of Katherine M. Aizpuru on Behalf of Plaintiff National Association of
Consumer Advocates, Inc.
Docketed On: 08/07/2024
Filed By: Plaintiff National Association of Consumer Advocates, Inc.
07/24/2024  Affidavit/Declaration of Service of Summons and Complaint
Docketed On: 07/25/2024
Filed By: Primary Attorney Silva, Peter, II; Plaintiff National Association of Consumer

CASE SUMMARY
CASE SUMMARY
CASE No. 2024-CAB-003999

Advocates, Inc. Served On: Defendant Gemini Trust Company LLC 07/24/2024 06/26/2024 06/26/2024 06/26/2024	Notice to Court (Praecipe) to Extend Time <i>Rule 55(a)(3)(B) Praecipe Regarding Extension of Time</i> Docketed On: 07/25/2024 Filed By: Plaintiff National Association of Consumer Advocates, Inc. Notice Initial Order [Remote] (Judicial Officer: McKenna, Juliet J) Complaint Filed Docketed on: 06/26/2024 Filed by: Primary Attorney Silva, Peter, II; Plaintiff National Association of Consumer Advocates, Inc.
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HEARINGS

09/27/2024	 CANCELED Remote Initial Scheduling Conference (9:30 AM) (Judicial Officer: McKenna, Juliet J ;Location: Courtroom 519) <i>Vacated</i>
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DATE

FINANCIAL INFORMATION

Plaintiff National Association of Consumer Advocates, Inc.	
Total Charges	120.00
Total Payments and Credits	120.00
Balance Due as of 08/30/2024	0.00

SUPERIOR COURT
DISTRICT OF COLUMBIA: CIVIL DIVISION

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff,

v.

GEMINI TRUST COMPANY, LLC,

Defendant.

Case No. 2024-CAB-003999

Hon. Juliet J. McKenna

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that, on August 14, 2024, Defendant Gemini Trust Company, LLC, in the above-captioned action, by and through its undersigned counsel, filed a Notice of Removal in the United States District Court for the District of Columbia, attached hereto as Exhibit 1. Accordingly, pursuant to 28 U.S.C. § 1446(d), the filing of this Notice, together with the attached copy of the Notice of Removal, effects the removal of this action, and this Court shall proceed no further unless the case is remanded.

Dated: New York, NY
August 14, 2024

BAUGHMAN KROUP BOSSE PLLC

By /s/ Andrew C. Bosse

Andrew C. Bosse (D.C. Bar No. 90016021)
One Liberty Plaza – 46th Floor
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abosse@bkbfirm.com

Attorneys for Gemini Trust Company, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 14, 2024, a copy of the foregoing was served via EFile DC to all counsel of record.

By /s/ Andrew C. Bosse

Andrew C. Bosse

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff,

v.

GEMINI TRUST COMPANY, LLC,

Defendant.

Case No. 1:24-cv-2356

Hon.

NOTICE OF REMOVAL

DEFENDANT GEMINI TRUST COMPANY, LLC'S NOTICE OF REMOVAL

Defendant Gemini Trust Company, LLC ("Gemini"), without waiving the right to assert any defenses available to it, removes this action from the Superior Court of the District of Columbia to the United States District Court for the District of Columbia. This court has federal question jurisdiction over this case under 28 U.S.C. § 1331, and the case is removable under 28 U.S.C. §§ 1441 and 1446.

I. Overview

1. The National Association of Consumer Advocates, Inc. ("NACA") sued Gemini in the Superior Court of the District of Columbia, Case no. 2024-CAB-003999, in a filing dated June 26, 2024.

2. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, orders, and other papers filed in the Superior Court and served on or obtained by Gemini, including the complaint, are attached hereto as Exhibit 1.

3. NACA's complaint asserts a cause of action for injunctive relief based on alleged violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code §§ 28-3901, *et seq.*, and demands a jury trial.

4. As the basis for the CPPA claim, NACA alleges Gemini violated the Electronic Funds Transfer Act (“EFTA”), 15 U.S.C. §§ 1693, *et seq.*

5. Although cryptocurrencies now involve trillions of dollars of assets, whether the EFTA applies to cryptocurrency is a matter of first impression in this Court, and no federal appellate court has decided the question.

6. NACA’s state-law claims that Gemini has purportedly deceived consumers can succeed only if NACA establishes a cryptocurrency exchange is subject to the EFTA and otherwise unexceptional statements by Gemini conflict with the requirements of the EFTA. Therefore, without deciding substantial questions of first impression in applying a federal statute, the EFTA, a state court could not find a state-law violation.

7. Removal allows the federal judiciary to address a question of first impression in applying federal law that has substantial, nationwide economic implications that reach far beyond the District of Columbia.

8. By removing this action, Gemini does not waive any defense and expressly preserves the right to move to compel arbitration and/or dismissal on any available ground.

II. Removal is Timely

9. Gemini executed a waiver of service of the summons and complaint on July 24, 2024.

10. Under 28 U.S.C. § 1446(b), a defendant must file a notice of removal within 30 days of service of the initial pleading. *See Mohammed v. Cooper*, 2023 WL 4547995 (D.D.C. July 14, 2023) (holding removal period “does not run until a defendant is brought under the court’s authority by formal service of process (or waiver of such service) . . . even if the defendant knows about the suit earlier and has obtained a copy of the complaint”).

11. Removal is therefore timely.

III. Venue is Proper

12. Venue is proper in this district and division under 28 U.S.C. § 1441(a), because the Superior Court where the suit is pending is both in this district and in this division.

IV. Federal Question Jurisdiction

13. This case raises substantial questions of federal law and presents a matter of first impression in this Court. When the EFTA was enacted in 1978, cryptocurrency did not exist. To date only a single federal district court has addressed whether the EFTA applies to cryptocurrency in the context of a motion to dismiss and motion for judgment on the pleadings. *See Yuille v. Uphold HQ Inc.*, 686 F. Supp. 3d 323 (S.D.N.Y. 2023); *see also Rider v. Uphold HQ, Inc.*, 657 F. Supp. 3d 491 (S.D.N.Y. 2023); *Nero v. Uphold HQ Inc.*, 688 F. Supp. 3d 134 (S.D.N.Y. 2023).

14. The novel question of whether the EFTA applies to a cryptocurrency exchange has far-reaching implications for a nationwide, multi-trillion-dollar industry and significantly impacts “the federal system as a whole.” *See, e.g., Gunn v. Minton*, 568 U.S. 251, 260 (2013). The Consumer Financial Protection Bureau (“CFPB”) is currently “exploring providing additional guidance to market participants to answer their questions regarding the applicability of the Electronic Fund Transfer Act with respect to private digital dollars and other virtual currencies.”¹ Thus, the outcome of this case will not only affect the parties involved but will also influence the entire cryptocurrency industry and potentially other areas of financial regulation.

15. For a court to determine whether a cryptocurrency exchange such as Gemini violated the EFTA turns on interpretations of the EFTA provisions themselves, for example whether cryptocurrency constitutes “funds,” or whether cryptocurrency accounts are “primarily

¹ Jesse Coghlan, *US consumer watchdog mulls applying e-banking laws to crypto*, COINTELEGRAPH (Oct. 9, 2023), <https://cointelegraph.com/news/us-consumer-watchdog-mulls-electronic-fund-transfer-laws-for-crypto> (last visited Aug. 13, 2024).

for personal, family, or household purposes.” 15 U.S.C. §§ 1693a(2), (7). Where interpretation of federal law provisions is necessary to resolve a claim, federal subject matter jurisdiction is warranted. *Smith v. Kan. City Title & Trust Co.*, 255 U.S. 180, 201–02 (1921) (whether securities were issued under an unconstitutional law “concerns the constitutional validity of an act of Congress which is directly drawn in question”); *see also Grable & Sons Metal Prods. v. Darue Eng’g & Mfg.*, 545 U.S. 308, 315 (2005) (finding the meaning of a federal statute’s provision is “an important issue of federal law that sensibly belongs in a federal court”); *Dist. of Columbia v. Group Hosp. & Med. Servs., Inc.*, 576 F. Supp. 2d 51, 56 (D.D.C. 2008) (finding substantial federal issue where statutory interpretation of federal charter presented “nearly pure issue of law” that would impact persons in the hundreds of thousands).

16. Even where a complaint does not specifically allege a federal cause of action, a case nevertheless “arises under” federal law within the meaning of § 1331 “if a federal issue is: (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress.” *Gunn*, 568 U.S. at 258; *Grable & Sons*, 545 U.S. at 312 (“[F]ederal-question jurisdiction will lie over state-law claims that implicate significant federal issues.”); *Franchise Tax Bd. Of State of Cal. v. Construction Laborers Vacation Trust for Southern California*, 463 U.S. 1, 9 (1983) (holding “the vindication of a right under state law necessarily turned on some construction of federal law”); *Dist. of Columbia v. Grp. Hosp. & Med. Servs., Inc.*, 576 F. Supp. 2d 51, 54 (D.D.C. 2008) (finding federal question jurisdiction where both state law claims could not be resolved without interpretation of a federal charter and plaintiff was asking the court to declare the defendants violated the charter and to enjoin the defendants from further violation of the federal charter); *Bender v. Jordan*, 525 F. Supp. 2d 198, 205 (D.D.C. 2007) (concluding no matter how

the claims were styled, the claims “must be determined by reference to federal law”); *State of N.Y. by Abrams v. Citibank*, N.A., 537 F. Supp. 1192, 1197 (S.D.N.Y. 1982) (finding “[c]onstruction of EFTA is necessary to resolution” of the state law claims).

17. Here, although NACA’s complaint facially alleges a violation arising under state law, namely the CPPA, the CPPA claim necessarily involves questions of federal law. The complaint makes clear there is no basis underlying the CPPA violation other than a violation of the EFTA:

[T]he Gemini [User Agreement] repeatedly flouts **federal obligations** and consumer protections designed to ensure ordinary consumers aren’t left holding the bag when they are scammed and victimized. Compl. ¶ 2.²

These consumer protections arise under the **Electronic Funds Transfer Act (“EFTA”)**. The **EFTA** protects financial institution consumers from unauthorized electronic transactions. The District of Columbia Consumer Protection Procedures Act (“CPPA”) provides for the enforcement of the **EFTA** by a nonprofit organization when consumers in the District have been wronged, as here. *Id.* ¶ 3.

Yet, the [User Agreement] does not comply with **EFTA** and consumer accounts are not safe and secure. *Id.* ¶ 25.

Gemini’s [User Agreement] approach violates the **EFTA** over and over again. The Gemini [User Agreement] is replete with **EFTA** violations. *Id.* ¶ 28

All of these provisions violate the **EFTA**, which Congress enacted to address the risks to consumers associated with electronic banking transactions. *Id.* ¶ 39.

Indeed, the **EFTA**’s “primary objective” is “the provision of individual consumer rights.” 15 U.S.C. § 1693(b) (Congressional declaration of purpose). It “was established to protect consumers from errant and unauthorized monetary transfers.”

² All bolding in paragraph 17’s citations to NACA’s complaint has been added for emphasis, though italics are in the original.

Guarnieri, 2022 WL 11381916, at *8. The Consumer Financial Protection Bureau (CFPB) promulgated Regulation E, 12 C.F.R. § 1005, under the EFTA. *Id.* ¶ 40.

A consumer's rights under EFTA may not be waived by any agreement between the consumer and the financial institution. See [sic], 16931 (referred to by Courts as the EFTA's "anti-waiver provision." See, e.g., *Jordan v. Freedom Nat'l Ins. Servs.*, 2016 WL 5363752, at * 2 (D. Ariz. Sept. 26, 2016) (section 16931 known as the EFTA's 'anti-waiver provision'). *Id.* ¶ 51.

In short, Gemini's [User Agreement] – which shifts liability for unauthorized transactions onto the consumer . . . is entirely contrary to the EFTA. *Id.* ¶ 52.

18. NACA even dedicates an entire section of the complaint outlining how "Gemini's UA violates the EFTA and leaves consumers with nothing." *Id.* ¶¶ 26–52. This section of the complaint takes up almost five pages of the thirteen-page complaint. *Id.* at 5–10.

19. Moreover, NACA's prayer for relief specifically asks for a declaration "that the EFTA applies to [Gemini] and that the provisions of [Gemini's User Agreement] alleged herein to be in violation of the EFTA are unlawful under D.C. Code D.C. Code [sic] § 28-3905(b)(2)." *Id.* ¶ 70.

20. Therefore, it is clear on the face of the complaint the relief NACA is seeking cannot be obtained without this Court's construction of the EFTA—a question of federal law. See *Franchise Tax Bd. Of State of Cal.*, 463 U.S. at 14 (while right to declaratory relief requested was established by state law, "the only questions in dispute" involved the parties rights under federal law).

21. Exercising federal jurisdiction to resolve the meaning and application of the EFTA to cryptocurrency in connection with NACA's state law claim will "portend only a microscopic effect on the federal-state division of labor." *Grable & Sons*, 545 U.S. at 315.

22. The EFTA is intended to be uniformly applied across the United States to ensure consistency in consumer protections and the regulation of electronic transactions. The interpretation and application of federal statutes are core responsibilities of federal courts,³ which are best positioned to ensure federal law is applied consistently across all states. *Grable & Sons*, 545 U.S. at 312 (“[A] federal court ought to be able to hear claims recognized under state law that nonetheless turn on substantial questions of federal law, and thus justify resort to the experience, solicitude, and hope of uniformity that a federal forum offers on federal issues.”).

23. Therefore, the issues necessarily raised by NACA’s state law claim—whether the EFTA applies to cryptocurrency—fall squarely within the ambit of federal question jurisdiction, and this Court’s exercise of jurisdiction over the case will not impede or conflict with the state’s ability to regulate and enforce state consumers statutes.

24. For these reasons, the Court has federal question subject matter jurisdiction over NACA’s claims.

V. Article III Standing

25. The second prerequisite to this Court’s jurisdiction—Article III standing—is also present in this case.

26. Where an association such as NACA is not asserting standing on its own behalf, there must exist associational standing. *Sec. Indus. & Fin. Markets Ass’n v. United States Commodity Futures Trading Comm’n*, 67 F. Supp. 3d 373, 400 (D.D.C. 2014). Associational

³ To be sure, in filing the Notice of Removal, Gemini does not waive any defense and expressly preserves the right to move to compel arbitration and/or dismissal on any available ground. Nevertheless, whether federal question jurisdiction exists depends on whether NACA’s claim necessarily raises a substantial federal question, and not whether later arguments a defendant might make or defenses that might apply to the claim undermine the substantiality issue. *See, e.g., D.C. v. Exxon Mobil Corp.*, 89 F.4th 144, 154–55 (D.C. Cir. 2023).

standing exists where an association’s “members would otherwise have standing to sue in their own right, the interests at stake are germane to the organization’s purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.” *Friends of the Earth, Inc. v. Laidlaw Env’t Servs. (TOC), Inc.*, 528 U.S. 167, 181 (2000) (citing *Hunt v. Wash. State Apple Advert. Comm’n*, 432 U.S. 333, 343 (1977)); *see also Eagle Cnty., Colorado v. Surface Transp. Bd.*, 82 F.4th 1152, 1171 (D.C. Cir. 2023).

27. “[T]he associational standing doctrine does not formalistically limit an association’s membership to those listed on its membership rolls.” *Sec. Indus. & Fin. Markets Ass’n*, 67 F. Supp. 3d at 410 (citing *Hunt*, 432 U.S. at 344–45); *Univ. Legal Servs., Inc. v. St. Elizabeths Hosp.*, 2005 WL 3275915, at *4 (D.D.C. July 22, 2005) (finding associational standing on behalf of constituents); *see also Doe v. Stincer*, 175 F.3d 879, 885 (11th Cir. 1999) (finding advocacy organization had associational standing to “sue on behalf of its constituents like a more traditional association may sue on behalf of its members”).

28. Rather than “exalt form over substance,” courts in this district have declined to deny organizations the advantages of the “indicia of membership” test established in *Hunt* simply because a traditional member organization seeks to also represent the interests of its “informal members,” which is the case here. *Sec. Indus. & Fin. Markets Ass’n*, 67 F. Supp. 3d at 410.

29. Further the District of Columbia Circuit has expressed in no uncertain terms it is “quite doubtful” the “indicia of membership” test established in *Hunt* was meant to be exhaustive. *Flyers Rts. Educ. Fund, Inc. v. United States Dep’t of Trans.*, 957 F.3d 1359, 1361–62 (D.C. Cir. 2020); *AARP v. United States Equal Emp. Opportunity Comm’n*, 267 F. Supp. 3d 14, 22–23 (D.D.C. 2017) (recognizing “the associational standing cases are not specific about what it means for members to ‘play a role in’ the leadership of an organization, the financing of an organization,

or in guiding the activities of an organization”); *see also Or. Advocacy Ctr. v. Mink*, 322 F.3d 1101, 1111 (9th Cir. 2003) (finding associational standing despite constituents not having all the indicia of membership that existed in *Hunt*).

Indicia of Membership

30. Consumers in the District of Columbia who have been wronged and whose rights NACA seeks to vindicate in the complaint, may not be formally enrolled members of NACA, but they are the “functional equivalent.” *See Flyers*, 957 F.3d at 1361. NACA “serves as a voice for consumers in the ongoing struggle to curb unfair or abusive business practices that harm consumers.” Compl. ¶ 8.

31. NACA represents the interests of District of Columbia consumers in a variety of ways including by advocating for their consumer rights in Congress, inviting them to participate in campaigns, and prosecuting this kind of litigation. Like the constituents in *Hunt* and *Doe*, District of Columbia consumers purportedly harmed by Gemini’s User Agreement are the “primary beneficiar[ies] of [NACA’s] activities.” *Hunt*, 432 U.S. at 344.

32. No purpose would be served by requiring NACA constituents to enroll as formal members because NACA’s constituents possess enough indicia of membership “to satisfy the purposes that undergird the concept of associational standing: that [NACA] is sufficiently identified with and subject to the influence of those it seeks to represent as to have a ‘personal stake in the outcome of the controversy.’” *Or. Advocacy Ctr.*, 322 F.3d at 1111 (quotation omitted). Indeed, to be able to proceed with its litigation in the D.C. Superior Court, NACA would have to establish, at a minimum, that it has a “sufficient nexus to the interests involved of the consumer or class” NACA seeks to represent and that NACA will “adequately represent those

interests.” D.C. Code § 28-3905(k)(1)(D)(ii); *see also Ctr. for Inquiry Inc. v. Walmart*, 283 A.3d 109, 114–15 (D.C. 2022).

33. Further, like the advocacy organization in *Doe*, NACA is composed of traditional members who broadly represent and are knowledgeable about the needs of its constituents. 175 F.3d at 886. Attorneys of several prominent consumer advocate law firms that regularly represent district consumers are NACA members, including NACA’s counsel in this case.⁴ At least one attorney from the Legal Aid Society of the District of Columbia is a NACA member and unquestionably represents the interests of District of Columbia consumers.⁵ And, at least one attorney from the Consumer Financial Protection Bureau in the District of Columbia is a member.⁶ Much like the traditional members, NACA’s constituents also have the ability to influence NACA’s activities. *Flyers*, 957 F.3d at 1362; *Doe*, 175 F.3d at 886.

34. For example, NACA’s website invites District of Columbia consumers and consumer advocates to share both their own and their client’s experiences with NACA in multiple places:

We realize that your experience has likely been very difficult and you may not want to retell your story, but by sharing your story you will be helping us drive national and local debates as well as discussions with policymakers. You have the ability to potentially make a difference so that other consumers don't have to endure what you've gone through.⁷

⁴ *See, e.g.*, NACA Attorney Directory, <https://www.consumeradvocates.org/attorney-directory/> (last visited Aug. 13, 2024).

⁵ Find an Attorney, Zenia Laws, NACA, <https://www.consumeradvocates.org/attorney/zenia-laws/> (last visited Aug. 13, 2024).

⁶ Find an Attorney, Greg Nodler, NACA, <https://www.consumeradvocates.org/attorney/greg-nodler/> (last visited Aug. 13, 2024).

⁷ Arbitration, NACA, <https://www.consumeradvocates.org/for-consumers/arbitration/> (last visited Aug. 13, 2024).

If you have ever been a victim of illegal, unfair, or shady business practices, your story can help make sure no other consumers will have to suffer the same way.⁸

Our voices and stories are the most powerful weapons we have to fight back against unscrupulous conduct. Join NACA in fighting for better protections for consumers—our families, friends, and neighbors—in the marketplace. Together, our voices will be heard.⁹

Your cases and clients' experiences can help us bring the harms consumers face in the marketplace to life and push policymakers for change.¹⁰

By sharing your cases and stories, you will help us to provide evidence of the problems to policymakers to help us push for improvements in the marketplace.¹¹

35. The stories District of Columbia consumers and consumer advocates share with NACA help “determine which policy issues and types of actions [NACA] will pursue on their behalf.” *Flyers*, 957 F.3d at 1362. NACA has said so itself: these stories “help [] to provide evidence of the problems to policymakers,”¹² which undoubtedly contributes to NACA’s comment letters and reports submitted to Congress and consumer protection agencies such as the CFPB and the FTC.¹³ “In a very real sense,” NACA represents harmed District of Columbia consumers and

⁸ Consumers Ascending: Join the Fight for Your Rights, NACA, <https://www.consumeradvocates.org/advocacy/consumers-ascending/> (last visited Aug. 13, 2024).

⁹ *Id.*

¹⁰ Consumer Protection, NACA, <https://www.consumeradvocates.org/advocacy/take-action/consumer-protection/> (last visited Aug. 13, 2024).

¹¹ Share Your Client Narratives, NACA, <https://www.consumeradvocates.org/advocacy/share-your-client-narratives/> (last visited Aug. 13, 2024).

¹² *Id.*

¹³ See, e.g., NACA Comment Letters and Reports, <https://www.consumeradvocates.org/news-resources/news-information/comment-letters/> (last visited Aug. 13 2024).

“provides the means by which [District of Columbia consumers] express their collective views and protect their collective interests.” *Hunt*, 432 U.S. at 344–45.

36. Additionally, NACA invites District of Columbia consumers to take action and “Join the Fight for Your Rights.” By signing up to NACA’s email listserv, District of Columbia consumers can “receive regular updates on breaking consumer news” and “[b]e one of the first to speak out when new bills or other proposals threaten [their] rights.”¹⁴ This listserv is more than a mailing list. For example, NACA has invited District of Columbia consumers to “send a letter to your Members of Congress asking them to support the Forced Arbitration Injustice Repeal Act and end forced arbitration.”¹⁵ On information and belief, District of Columbia consumers have contributed to NACA’s campaign efforts through sharing their stories and sending letters to Congress.

37. The relationship between NACA and harmed District of Columbia consumers bears the functional “indicia of membership,” and is sufficient to find NACA’s associational standing. *Hunt*, 432 U.S. at 344–45.

Individual Member Standing to Sue

38. NACA alleges the names of District of Columbia consumers who have been affected by Gemini’s purported noncompliance with EFTA are contained within Gemini’s records. Compl. ¶ 10. Allegedly, these Gemini users, “lost funds on the Gemini platform and did not receive the benefits or protections afforded to them by law, including the EFTA, due to Gemini’s violations of the law and illegal [User Agreement] provisions.” *Id.* ¶ 68.

¹⁴ Consumers Ascending Let Your Voice Be Heard, NACA, <https://consumeradvocates.realmagnet.land/consumers-rising> (last visited Aug. 13, 2024).

¹⁵ Consumers Ascending: Join the Fight for your Rights, NACA, <https://www.consumeradvocates.org/advocacy/consumers-ascending/> (last visited Aug. 13, 2024).

39. NACA puts forth two specific Gemini customers in the District of Columbia who have allegedly been harmed:

One Gemini User in Washington, D.C. complained to the Consumer Financial Protection bureau in September 2023 after their Gemini account was “hacked” and they lost all of their crypto.

Another Gemini customer complained in March 2024 after their card was stolen and unauthorized purchases were made on their account. After informing Gemini of the unauthorized transactions, Gemini refused to remove or reverse them.

Id. ¶¶ 21–22.

40. Either one of these individuals would have “standing to present, in his or her own right, the claim (or type of claim) pleaded by [NACA].” *Or. Advocacy Ctr.*, 322 F.3d at 1112 (quotation omitted). These customers could assert (i) that they have “suffered or likely will suffer an injury in fact, (ii) that the injury likely was caused or will be caused by the defendant, and (iii) that the injury likely would be redressed by the requested judicial relief.” *Food & Drug Adm. v. All. for Hippocratic Med.*, 602 U.S. 367, 380 (2024). “[E]njoining the [challenged] action or awarding damages for the action will typically redress” the asserted injury. *Id.* at 381. As to injury, economic harm suffices, and the description that occasionally appears in cases that an injury must be of a “legally protected interest” does not require the statute that is alleged to have been violated actually applies. *See, e.g., Tanner-Brown v. Haaland*, 105 F.4th 437, 446 (D.C. Cir. 2024); *Cottrell v. Alcon Labs. ’s*, 874 F.3d 154, 163–65 (3d Cir. 2017).¹⁶

¹⁶ To be clear, Gemini does not concede NACA has stated a claim under the CPPA. For example, “[t]he CPPA was designed to police trade practices arising only out of consumer-merchant relationships, and does not apply to commercial dealings outside the consumer sphere.” *Stone v. Landis Const. Co.*, 120 A.3d 1287, 1289 (D.C. 2015) (citation omitted). The consumer sphere is limited, by statutory definition, to the purchase of “consumer goods or services” that are not “for purposes of resale,” D.C. Code § 28-3901(a)(2)—standards that do not encompass cryptocurrency. But the standing inquiry does not require an adjudication of the merits of a claim, for “[s]uch an approach would amount to ‘premature judicial involvement’ and ‘substantive adjudication in the absence of a “case or controversy.”’” *Tanner-Brown*, 105

Germane Purpose

41. For purposes of associational standing, the interests NACA seek to protect in this lawsuit are germane to its purposes. Specifically, the subject matter of the claims in this lawsuit involves alleged consumer protection violations under the EFTA. In paragraph 8 of its complaint, NACA describes its mission as follows:

NACA is a nonprofit association of more than 1,500 attorneys and consumer advocates committed to representing consumers' interests. NACA's primary focus is the protection and representation of consumers. NACA serves as a voice for consumers in the ongoing struggle to curb unfair or abusive business practices that harm consumers. NACA has been instrumental in advocating against consumer abuses both federally and locally in the District.

Compl. ¶ 8. NACA further alleges it "advocates for the protection of consumers' rights during electronic fund transfers in instances of fraud and mistake." *Id.* ¶ 9.

42. Thus, this Court should find NACA's stated purpose is sufficiently related to the rights it seeks to protect in this lawsuit, and therefore meets the germaneness requirement of the associational standing test.

Individual Member Participation Not Required

43. NACA's complaint seeks declaratory and injunctive relief against Gemini and does not request any individualized or monetary relief be awarded to its members. *Id.* ¶ 70. Neither request for relief requires individualized proof, and therefore NACA's claims can be litigated without the participation of any individual member. *See Am. Ass'n of Cosmetology Schs. v. Devos*, 258 F. Supp. 3d 50, 68 (D.D.C. 2017) (as a general rule, individual participation is not necessary where only injunctive and declaratory relief is sought) (citing *Warth v. Seldin*, 422 U.S. 490, 515 (1975)).

F.4th at 445 (citation omitted).

VI. Notice to Superior Court and NACA

44. Counsel for Gemini certifies under 28 U.S.C. § 1446(d) that copies of this Notice of Removal will be promptly filed with the Clerk of the Superior Court of the District of Columbia and promptly served on counsel for NACA.

VII. Conclusion

45. Gemini removes the case pending in the Superior Court of the District of Columbia, to the United States District Court for District of Columbia, under 28 U.S.C. §§ 1331, 1441, and 1446.

46. Should NACA move to remand this case, Gemini respectfully requests an opportunity to respond more fully in writing, including submitting additional declarations and authority, or conducting jurisdictional discovery as necessary.

Dated: August 14, 2024

BAUGHMAN KROUP BOSSE PLLC

By /s/ John F. Baughman

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Attorneys for Gemini Trust Company, LLC

CERTIFICATE OF SERVICE

This is to certify that on August 14, 2024 a true and correct copy of the foregoing was served on the counsel of record for Plaintiff listed below, via email and first class mail:

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Attorneys for Plaintiff

/s/ John F. Baughman
John F. Baughman

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

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,
1215 17th St NW, Washington, DC 20036,

Plaintiff,

v.

GEMINI TRUST COMPANY LLC,
315 Park Ave S, New York, NY 10010,

SERVE:
CT CORPORATION SYSTEM,
28 Liberty St, New York, NY 10005,

Defendant.

Case No: 2024-CAB-003999

**COMPLAINT AND JURY TRIAL
DEMAND**

INTRODUCTION

1. Gemini operates a cryptocurrency platform available to consumers across the globe, with over \$200 billion in trading volume.¹ Users can buy and sell cryptocurrencies like Bitcoin through the Gemini platform. With millions of users, Gemini holds itself out as “the secure way to buy, sell, store, and convert crypto,” making the process “safe and easy” for consumers, because Gemini is “crypto-obsessed and compliance-focused.”²

2. In reality, Gemini is anything but “compliance-focused.” Gemini requires its users to assent to its User Agreement (“UA”), a contract of adhesion, as a condition of creating a Gemini account and buying, selling, or trading cryptocurrency on the Gemini platform. But the Gemini UA repeatedly flouts federal obligations and consumer protections designed to ensure ordinary consumers aren’t left holding the bag when they are scammed and victimized.

¹ “Gemini” refers to Defendant Gemini Trust Company LLC.

² Gemini.com (last accessed June 25, 2024).

3. These consumer protections arise under the Electronic Funds Transfer Act (“EFTA”). The EFTA protects financial institution consumers from unauthorized electronic transactions. The District of Columbia Consumer Protection Procedures Act (“CPPA”) provides for the enforcement of the EFTA by a nonprofit organization when consumers in the District have been wronged, as here.

4. Plaintiff National Association of Consumer Advocates, Inc. (“NACA”) is a nonprofit advocacy organization committed to representing consumers’ interests. NACA brings this suit to enforce the CPPA in light of Gemini’s refusal to follow the law and the resulting harm that has affected District of Columbia consumers.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under D.C. Code § 11-921 and D.C. Code § 28-3905(k)(2).

6. This Court has personal jurisdiction over Gemini under D.C. Code § 13-423(a).

PARTIES

A. NACA

7. The National Association of Consumer Advocates, Inc. is a nonprofit public interest organization. NACA is organized under the laws of the Commonwealth of Massachusetts, and registered as a foreign corporation with the District of Columbia. NACA’s principal place of business is in Washington, D.C.

8. NACA is a nonprofit association of more than 1,500 attorneys and consumer advocates committed to representing consumers’ interests. NACA’s primary focus is the protection and representation of consumers. NACA serves as a voice for consumers in the ongoing struggle to curb unfair or abusive business practices that harm consumers. NACA has been instrumental in advocating against consumer abuses both federally and locally in the District.

9. NACA’s robust history of consumer advocacy demonstrates a sufficient nexus with the interest of the consumers represented in this case. NACA specifically advocates for the

protection of consumers' rights during electronic fund transfers in instances of fraud and mistake,³ as well as publishes educational reports detailing the harms of one-sided contracts of adhesion which purport to waive consumers' substantive rights and remedies, such as the Gemini User Agreement.⁴

10. NACA brings this suit to enforce the CPPA in light of Gemini's refusal to follow the law and the resulting harm that has affected District of Columbia consumers. The names of the affected District consumers contained within Gemini's records.

B. Gemini

11. Defendant Gemini Trust Company LLC is a New York limited liability company. Its principal place of business is in New York City, New York.

12. Gemini has, at all relevant times, engaged in trade or commerce in the District by advertising, offering, and operating its cryptocurrency platform in the District through users located within Washington, D.C.

FACTUAL BACKGROUND

A. Gemini's cryptocurrency platform garners large market share.

13. Gemini was founded in 2014 by Cameron and Tyler Winklevoss, the founders of Winklevoss Capital Management.

14. Since then, cryptocurrency values have exploded. A single Bitcoin, worth about \$300 to \$400 in 2014, is now worth more than 150 times that amount. The total value of all Bitcoin in existence now exceeds one trillion dollars. Other cryptocurrencies like Ethereum and Tether have seen similar meteoric rises, now worth about \$437 billion and \$100 billion, respectively.

³ <https://www.nclc.org/wp-content/uploads/2022/10/FedNow-coalition-comments-final-1.pdf>; https://www.consumeradvocates.org/wp-content/uploads/2022/01/Comment_CFPBTechPayments_12.2021.pdf; https://www.consumeradvocates.org/wp-content/uploads/2022/01/Comment_CFPBTechPayments_12.2021.pdf

⁴ Hines, Christina, "Fine Print Traps Terms in Corporate Form Contract that Cause Most Harm to Consumer Rights and Protections" https://www.consumeradvocates.org/wp-content/uploads/2024/03/NACA_fineprinttraps_mostharm032024.pdf

15. Gemini rode this wave to a powerful position in the crowded crypto space. More than \$200 billion in value has been traded on its platform.⁵ The Gemini platform routinely processes over \$156 million in trading volume in a 24-hour period.

16. The crypto market is competitive. Recognizing that it needed to market itself as distinct from its competitors, Gemini focused on its compliance with the law and safety standards. Today, Gemini boasts that it is “Certified,” “Regulated,” and “Licensed.”⁶ It promises that from “day one,” it has “prioritized the security” of its users’ assets.⁷ And Gemini swears it “never ha[s] and never will compromise on that.”⁸

17. Gemini has repeatedly compromised on that, at the expense of ordinary consumers, as detailed below.

B. Scammers repeatedly target cryptocurrency purchasers.

18. The incredible explosion in the value of cryptocurrencies has led to the predictable but unfortunate consequence of scammers seeking to separate crypto users from their profits.

19. A University of Texas study found that criminal enterprises have “interact[ed] freely with major crypto exchanges,” including Gemini, to extract more than \$75 billion from the accounts of regular consumers.⁹ The same study found that these scams are often carried out by modern-day slaves, trapped in compounds in southeast Asia and forced to interact with western cryptocurrency holders online to try to steal their crypto.

⁵ Gemini.com.

⁶ Gemini.com.

⁷ *Id.*

⁸ *Id.*

⁹

<https://deliverypdf.ssrn.com/delivery.php?ID=477029029119083007077020010024065087030017059012004002000102093099094086089074120100001055013125006047055098029120070104113065055050008064082111007111125116115066011037069001094085002121000030087086113012103000114010116094010098029013093110026008110003&EXT=pdf>.

20. Crypto scams have become so prevalent that the Federal Trade Commission has published guidance meant to help consumers protect themselves from falling victim.¹⁰

21. These scams have affected District residents. One Gemini user in Washington, D.C. complained to the Consumer Financial Protection Bureau in September 2023 after their Gemini account was “hacked” and they lost all of their crypto.

22. Another Gemini customer complained in March 2024 after their card was stolen and unauthorized purchases were made on their account. After informing Gemini of the unauthorized transactions, Gemini refused to remove or reverse them.

23. More Gemini users have suffered from Gemini removing their access to their accounts, or freezing the accounts entirely, while Gemini purports to perform a review of the account. Gemini does not share the progress of that review with the user, and in the meantime the user cannot access their funds.

24. Despite these repeated breaches of security and safety, Gemini represents or warrants that it has “Industry Leading Security Controls” on its website that mislead consumers regarding its safety, security, and compliance. It goes so far as to state that “[t]rust is our product, which begins by building and maintaining a secure customer experience.”¹¹

25. Further, it represents that it has “embraced regulations and third-party assessments that demonstrate our commitment to a safe and secure experience.”¹² Yet, the UA does not comply with EFTA and consumers accounts are not safe and secure.

C. Gemini’s UA violates the EFTA and leaves consumers with nothing.

26. With new scams targeting crypto users popping up daily, Gemini has taken swift action to protect itself and ensure its consumers (and not Gemini) are the ones left holding the bag.

¹⁰ <https://consumer.ftc.gov/articles/what-know-about-cryptocurrency-and-scams>.

¹¹ <https://www.gemini.com/security> (last visited 6/24/2024).

¹² *Id.*

27. Gemini's User Agreement,¹³, last modified February 16, 2024, includes numerous provisions meant to insulate Gemini from the externalities of the crypto industry and push as much of the risks onto consumers as possible. The UA has been carefully honed to protect Gemini's owners and investors from any possible downside. In exchange, the individual users forced to agree to the contract of adhesion as a condition of doing any business on the Gemini platform receive 100% of the risks.

28. Because of this, Gemini's UA approach violates the EFTA over and over again. The Gemini UA is replete with EFTA violations.

29. The UA requires users to agree that Gemini "cannot be held liable for unauthorized access or other loss resulting from your disclosure or other transmission, whether intentional or inadvertent, of your login information to third parties." UA at Account Access.

30. The UA requires users to agree that the user is "***solely responsible***" for "***managing and maintaining the security***" of their Gemini account, and Gemini is "***not responsible . . . for any unauthorized access to or use of***" the user's account. *Id.*

31. The UA requires users to agree that it is the user's "sole responsibility" to review their transaction history and that they will be deemed to have reviewed their "Transaction History and all notices ***on at least a monthly basis.***" UA at Account Review and Acknowledgement.

32. The UA requires users to agree that "every communication" sent to them by email "will be deemed to have been acknowledged as correct, approved, and confirmed" unless Gemini receives written notice "within three calendar days" of the email. *Id.*

33. The UA requires users to "***agree and understand***" that they "***access and use Gemini at [their] own risk.***" UA at Risks.

34. The UA requires users to agree that Gemini's "TOTAL LIABILITY" is limited by the value of the user's loss "AT THE TIME OF THE LOSS," and that Gemini's liability limitation

¹³ <https://perma.cc/Y5P4-2BF7>

applies to “COMPUTER VIRUSES, SPYWARE, SCAMWARE,” and “PHISHING, SPOOFING, DOMAIN TYPOSQUATTING,” and other scams. UA at Disclaimer of Liability.

35. The UA requires users to agree that Gemini cannot be held responsible “for any other circumstances” beyond Gemini’s “reasonable control.” UA at Reasonable Care.

36. The UA requires users to agree to indemnify and hold Gemini harmless “against any or all” liabilities arising out of the user’s use of the Gemini platform. UA at Indemnities.

37. The UA requires users to indemnify Gemini for legal costs and expenses relating to “any . . . litigation” regarding to the user’s Gemini account. Gemini reserves for itself the ability to deduct its “**legal and enforcement related costs**” directly from a user’s Gemini account balance “**without notice.**” UA at Legal Costs.

38. The UA requires users to agree that they may not transfer a “specific asset” out of their Gemini account until any “anticipated or actual” regulatory or legal action relating to that asset “is resolved.” *Id.*

39. All of these provisions violate the EFTA, which Congress enacted to address the risks to consumers associated with electronic banking transactions. See, e.g. *Widjaja v. JPMorgan Chase Bank, N.A.*, 41 F.4th 579, 580-81 (9th Cir. 2021).

40. Indeed, the EFTA’s “primary objective” is “the provision of individual consumer rights.” 15 U.S.C. § 1693(b) (Congressional declaration of purpose). It “was established to protect consumers from errant and unauthorized monetary transfers.” *Guarnieri*, 2022 WL 11381916, at *8. The Consumer Financial Protection Bureau (CFPB) promulgated Regulation E, 12 C.F.R. § 1005, under the EFTA.

41. Per the EFTA, Regulation E, and Regulation E’s Official Interpretations, it is Gemini that bears the responsibility for unauthorized transfers and withdrawals in the regular course.

42. Specifically, pursuant to 15 U.S.C. § 1693g(a), “Unauthorized electronic fund transfers; limit” states in relevant part as follows:

43. In no event. . . shall a consumer's liability for an unauthorized transfer exceed the lesser of-

- (1) \$50; or
- (2) the amount of money or value of property or services obtained in such, unauthorized electronic fund transfer prior to the time the financial institution is notified of, or otherwise becomes aware of, circumstances which lead to the reasonable belief that an unauthorized electronic fund transfer involving the consumer's account has been or may be effected.

44. This cap is increased to \$500 dollars where the consumer waits more than two business days after becoming aware of the unauthorized transaction to notify the financial institution. 15 U.S.C. 1693g(a)(2).

45. The rules are elucidated in Regulation E, 12 C.F.R. § 1005.6(b):

(b) Limitations on amount of liability. A consumer's liability for an unauthorized electronic fund transfer or a series of related unauthorized transfers shall be determined as follows:

- (1) Timely notice given. If the consumer notifies the financial institution within two business days after learning of the loss or theft of the access device, the consumer's liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to the financial institution.
- (2) Timely notice not given. If the consumer fails to notify the financial institution within two business days after learning of the loss or theft of the access device, the consumer's liability shall not exceed the lesser of \$500 or the sum of:
 - (i) \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and
 - (ii) The amount of unauthorized transfers that occur after the close of two business days and before notice to the institution, provided the

institution establishes that these transfers would not have occurred had the consumer notified the institution within that two-day period.

46. The EFTA places the burden of proof on the financial institution to demonstrate that challenged transfers were authorized. 15 U.S.C. § 1693g(b).

47. The EFTA's implementing regulations expressly prohibit denials based on a consumer's alleged negligence. *See* Consumer Financial Protection Bureau, Comment for 1005.6 Liability of Consumer for Unauthorized Transfers, 6(b)(2) ("Negligence by the consumer cannot be used as the basis for imposing greater liability than is permissible under Regulation E. Thus, consumer behavior that may constitute negligence under state law, such as writing the PIN on a debit card or on a piece of paper kept with the card, does not affect the consumer's liability for unauthorized transfers.")

48. Moreover, where access to a consumer's account is obtained by means of robbery or fraud, the transfer is deemed unauthorized and it the financial institution -- not the consumer -- that bears the loss. *See, e.g.,* Official Interpretation of Regulation E, 12 C.F.R. § 1005.2(m)(3) ("Access device obtained through robbery or fraud. An unauthorized EFT includes a transfer initiated by a person who obtained the access device from the consumer through fraud or robbery.").

49. Under the EFTA, the manner in which a consumer may dispute a charge, the time periods applicable to such disputes, the time periods within which the financial institution must investigate, and the rules for provisional credits (including the consumer's full access to provisionally credited funds pending conclusion of an investigation) are all determined by statute not contract. *See, e.g.* 1693f (Error Resolution); 1693g (Consumer Liability).

50. A prevailing consumer is entitled to attorney's fees and costs under the EFTA (1693m(a)), whereas a prevailing defendant must show that an action was brought in bad faith or

for purposes of harassment in order to be eligible for costs and “attorney’s fees reasonable in relation to the work expended”. 1693m(f).

51. A consumer’s rights under the EFTA may not be waived by any agreement between the consumer and the financial institution. See, 1693l (referred to by Courts as the EFTA’s “anti-waiver provision”. See, e.g., *Jordan v. Freedom Nat’l Ins. Servs.*, 2016 WL 5363752, at *2 (D. Ariz. Sept. 26, 2016) (section 1693l known as the EFTA’s “anti-waiver provision”).

52. In short, Gemini’s UA – which shifts liability for unauthorized transactions onto the consumer, sharply limits the time a consumer has to dispute any transaction, denies the consumer access to provisionally credited funds, waives an assortment of protections, and makes the consumer liable for all of Gemini’s fees and costs in defending any action – is entirely contrary to the EFTA.

THE DISTRICT’S CONSUMER PROTECTION PROCEDURES ACT

53. The District of Columbia Consumer Protection Procedures Act protects consumers from a wide range of unfair and deceptive business practices. See D.C. Code § 28–3904. The CPPA’s extensive enforcement mechanisms apply not only to the unlawful trade practices proscribed by § 28–3904, but to all other statutory and common law prohibitions. See D.C. Code §28-3905(b)(2).

54. Consistent with these protections, CPPA Section 28–3901(c) directs courts to construe the CPPA broadly “to promote its purpose,” including ensuring that “a just mechanism exists to remedy all improper trade practices” and promoting “through effective enforcement[] fair business practices throughout the community.” D.C. Code §§ 28–3901(c), (b)(1), (2).

55. Among other things, the CPPA “establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia,” D.C. Code § 28–3901(c), and makes it unlawful to “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered” and “make false or misleading representations of fact concerning . . . the price in comparison to [the] price of [a] competitor[’s],” D.C. Code §§ 28–3904(h), (j).

56. CPPA Section 28–3904 is explicit that a violation occurs regardless of “whether or not any consumer is in fact misled, deceived, or damaged” by the unlawful practice.

57. Further, the CPPA authorizes public interest organizations, such as NACA, to bring claims on behalf of a consumer:

[A] public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action

D.C. Code §§ 28–3905(k)(1)(D).

58. Under the CPPA, a nonprofit or public interest organization may seek an injunction against the use of the unlawful trade practice. D.C. Code § 28–3905(k)(2)(D).

COUNT ONE
Violation of the Consumer Protection Procedures Act,
D.C. Code §§ 28-3901 *et seq.*

59. The allegations of Paragraphs 1 through 58 are re-alleged as if fully set forth herein.

60. The D.C. Consumer Protection Procedures Act is a remedial statute that is to be broadly construed. It prohibits any person from engaging in any “unfair or deceptive trade practice,” including to “represent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law” and to “make or enforce unconscionable terms or provisions of sales or leases.” D.C. Code § 28–3904(e-1), (r). CPPA Section 28–3904 is explicit that a violation occurs regardless of “whether or not any consumer is in fact misled, deceived, or damaged” by the unlawful practice.

61. NACA has standing to bring this Count under D.C. Code § 28–3905(k)(1)(D)(i), which provides in relevant part that “a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.”

62. NACA is a public interest organization that has done significant advocacy work on behalf of consumers, including cryptocurrency consumers, both locally in the District and at the federal level.

63. NACA brings this action on behalf of all District of Columbia Gemini users who have been subject to Gemini's unfair and deceptive trade practices as described herein.

64. The CPPA prohibits unlawful trade practices in connection with the offer, sale, advertisement, and supply of consumer goods and services. D.C. Code § 28–3904.

65. Gemini's platform and services, and the products bought, sold, traded, and stored on them, are leased or sold for personal, household, or family purposes and, therefore, are consumer goods or services.

66. Gemini, in the ordinary course of business, offers to lease, sell, or transfer, either directly or indirectly, consumer goods or services. Gemini, in the ordinary course of business, supplies consumer goods and services. Therefore, Gemini is a merchant. D.C. Code § 28–3901(a)(3).

67. Gemini has engaged in unfair and deceptive practices in violation of the CPPA:

- a. Gemini, through its UA, violated the EFTA as described above which is a violation of the CPPA. *See* D.C. Code §28-3905(b)(2).
- b. Gemini's UA provisions represented that its transactions conferred or involved rights, remedies, or obligations which it did not have or involve, or which were prohibited by law. D.C. Code § 28–3904(e)(1).

68. District consumers suffered actual injuries as a result of Gemini's unfair and deceptive practices. Consumers lost funds on the Gemini platform and did not receive the benefits or protections afforded to them by law, including the EFTA, due to Gemini's violations of the law and illegal UA provisions.

69. Given these practices, NACA is also entitled to injunctive relief under D.C. Code § 28–3905(k)(2)(D).

70. WHEREFORE, NACA respectfully requests this Court enter judgment in its favor and against Gemini:

- a. Permanently enjoin Gemini, pursuant to D.C. Code § 28–3905(k)(2)(D), from enforcing illegal provisions of the UA;
- b. Permanently enjoin Gemini, pursuant to D.C. Code § 28–3905(k)(2)(D), from enforcing each provision of the UA alleged herein to be unlawful;
- c. Declare that the EFTA applies to Defendant and that the provisions of its UA alleged herein to be in violation of the EFTA are unlawful under D.C. Code D.C. Code §28-3905(b)(2);
- d. Award NACA reasonable attorneys’ fees and costs as provided in the CPPA;
- e. Grant NACA other and further relief as the Court finds necessary and proper.

JURY DEMAND

71. NACA demands a trial by jury.

Date: June 26, 2024

/s/ F. Peter Silva II
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Counsel for Plaintiff
National Association of Consumer Advocates

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

National Association of Consumer Advocates, Inc.

Plaintiff(s)

Case Number: 2024-CAB-003999

vs

Date: June 26, 2024

Gemini Trust Company LLC

Defendant(s)

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

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

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

Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: *(Check One Box Only)*

CONTRACT

- ☐ Breach of Contract
- ☐ Breach of Warranty
- ☐ Condo/Homeowner Assn. Fees
- ☐ Contract Enforcement
- ☐ Negotiable Instrument

COLLECTION/INS. SUB

- ☐ Debt Collection
- ☐ Insurance Subrogation
- ☐ Motion/Application for Judgment by Confession
- ☐ Motion/Application Regarding Arbitration Award

EMPLOYMENT DISPUTE

- ☐ Breach of Contract
- ☐ Discrimination
- ☐ Wage Claim
- ☐ Whistle Blower
- ☐ Wrongful Termination

REAL PROPERTY

- ☐ Condo/Homeowner Assn. Foreclosure
- ☐ Declaratory Judgment
- ☐ Drug Related Nuisance Abatement
- ☐ Ejectment
- ☐ Eminent Domain
- ☐ Interpleader
- ☐ Other
- ☐ Quiet Title
- ☐ Specific Performance

☐ FRIENDLY SUIT

☐ HOUSING CODE REGULATIONS

☐ QUI TAM

☐ STRUCTURED SETTLEMENTS

ADMINISTRATIVE PROCEEDINGS

- ☐ Administrative Search Warrant
- ☐ App. for Entry of Jgt. Defaulted Compensation Benefits
- ☐ Enter Administrative Order as Judgment
- ☐ Libel of Information
- ☐ Master Meter
- ☐ Petition Other

- ☐ Release Mechanics Lien
- ☐ Request for Subpoena

MALPRACTICE

- ☐ Medical - Other
- ☐ Wrongful Death

☐ APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT

AGENCY APPEAL

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

Information Sheet, Continued

CIVIL ASSET FORFEITURE ☐ Currency ☐ Other ☐ Real Property ☐ Vehicle NAME CHANGE/VITAL RECORD AMENDMENT ☐ Birth Certificate Amendment ☐ Death Certificate Amendment ☐ Gender Amendment ☐ Name Change	TORT ☐ Abuse of Process ☐ Assault/Battery ☐ Conversion ☐ False Arrest/Malicious Prosecution ☐ Libel/Slander/Defamation ☐ Personal Injury ☐ Toxic Mass ☐ Wrongful Death (Non-Medical Malpractice)	
GENERAL CIVIL ☐ Accounting ☐ Deceit (Misrepresentation) ☐ Fraud ☐ Invasion of Privacy ☐ Lead Paint ☐ Legal Malpractice ☐ Motion/Application Regarding Arbitration Award ☐ Other - General Civil	☐ Product Liability ☐ Request for Liquidation ☐ Writ of Replevin ☐ Wrongful Eviction CIVIL I/COMPLEX CIVIL ☐ Asbestos MORTGAGE FORECLOSURE ☐ Non-Residential ☐ Residential	STATUTORY CLAIM ☐ Anti - SLAPP ☒ Consumer Protection Act ☐ Exploitation of Vulnerable Adult ☐ Freedom of Information Act (FOIA) ☐ Other TAX SALE FORECLOSURE ☐ Tax Sale Annual ☐ Tax Sale Bid Off
VEHICLE ☐ Personal Injury ☐ Property Damage		
☐ TRAFFIC ADJUDICATION APPEAL ☐ REQUEST FOR FOREIGN JUDGMENT		

F. Peter Schmitt

Filer/Attorney's Signature

06/26/2024

Date



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

National Association of Consumer Advocates, Inc.

Plaintiff

vs.

Case Number 2024-CAB-003999

Gemini Trust Company LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

F. Peter Silva II

Name of Plaintiff's Attorney

2000 Pennsylvania Ave NW, Suite 1010, Washington, DC 20006

Address

202-973-0900

Telephone

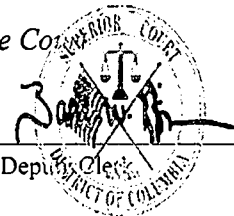
如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

법석을 원하시면, (202) 879-4828로 전화주세요. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

Clerk of the Court



By

Deputy Clerk

Date

June 26, 2024

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Vea al dorso la traducción al español



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

National Association of Consumer Advocates, Inc.

Demandante

contra

Número de Caso: 2024-CAB-003999

Gemini Trust Company LLC

Demandado

CITATORIO

Al susodicho Demandado:

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

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

F. Peter Silva II

Nombre del abogado del Demandante

2000 Pennsylvania Ave NW, Suite 1010, Washington, DC 20006

Dirección

202-973-0900

Teléfono

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

如需翻译, 请打电话 (202) 879-4828

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

SECRETARIO DEL TRIBUNAL

Por:

Subsecretario

Fecha

June 26, 2024

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

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedir ayuda al respecto.

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



Superior Court of the District of Columbia
Civil - Civil Actions Branch
500 Indiana Ave NW, Room 5000, Washington DC 20001
(202) 879-1133 | www.dccourts.gov

Case Number: 2024-CAB-003999

Case Style: National Association of Consumer Advocates, Inc. v. Gemini Trust Company LLC

INITIAL ORDER

Initial Hearing Date: Friday, 09/27/2024	Initial Hearing Time: 9:30 AM	Courtroom Location: Remote Courtroom 519
Please see attached instructions for remote participation.		
Your case is assigned to Associate Judge Juliet J McKenna.		

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-1, it is hereby ORDERED as follows:

- 1) This case is assigned to the judge and calendar designated above. All future filings in this case shall bear the calendar number and judge's name along with the case number in the caption.
- 2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of the summons, the complaint, and this Initial Order. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4.
- 3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).
- 4) At the time stated above, all counsel and unrepresented parties shall participate in a hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients before the hearing whether the clients are agreeable to binding or non-binding arbitration. This order is the only notice that parties and counsel will receive concerning this hearing.
- 5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference once, with the consent of all parties, to either of the two succeeding days when the calendar is called. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date. No other continuance will be granted except upon motion for good cause shown.
- 6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

To Join by Computer, Tablet, or Smartphone:

- 1) Copy and Paste or Type the link into a web browser and enter the Webex Meeting ID listed below.

Link: dcccourts.webex.com/meet/ctb519

Meeting ID: 129 705 0412

- 2) When you are ready, click "Join Meeting".
- 3) You will be placed in the lobby until the courtroom clerk gives you access to the hearing.

Or to Join by Phone:

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

Resources and Contact Information:

- 1) For best practices on how to participate in Webex Meetings, click here <https://www.webex.com/learn/best-practices.html>.
- 2) For technical issues or questions, call the Information Technology Division at 202-879-1928 and select option 2.
- 3) For case questions, call the Civil Actions Branch Clerk's Office at (202) 879-1133.

ACCESSIBILITY AND LANGUAGE ACCESS

Persons with Disabilities:

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

Interpreting and Translation Services:

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

Servicios de interpretación y traducción:

Los Tribunales del Distrito de Columbia ofrecen servicios gratuitos de acceso al idioma a las personas sordas o que no hablan inglés que tienen asuntos que atender en el tribunal. Las partes de un caso pueden solicitar traducciones gratuitas de las órdenes judiciales y otros documentos del tribunal. Para solicitar un intérprete o una traducción, póngase en contacto con la Secretaría de su caso.

Para más información, visite <https://www.dccourts.gov/language-access>.

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

የቃልና የጽሑፍ ትርጓሜ አገልግሎቶች:

የዲ.ሲ. ፍርድ ቤቶች መስማት ለተሳናቸውና የእንግሊዝኛ ቋንቋ ተናጋሪ ላልሆኑ በፍርድ ቤቱ ጉዳይ ላላቸው ሰዎች ነጻ የቋንቋ ተደራሽነት አገልግሎቶች ያቀርባል። ተከራካሪ ወገኖች የፍርድ ቤት ትእዛዞችና ሌሎች የፍርድ ቤት ሰነዶች በነጻ እንዲተረጎሙላቸው መጠየቅ ይችላሉ። የቃል ወይም የጽሑፍ ትርጓሜ ለመጠየቅ እባክዎን በመዝገብዎ የተዘረዘረውን የጸሀፊ ቢሮ (ክለርክ'ስ ኦፊስ) ያናግሩ። ለተጨማሪ መረጃ <https://www.dccourts.gov/language-access> ይጎብኙ።

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

Tips for Attending Remote Hearings - Civil Division

Your court hearing may be held remotely. This means that you will participate by phone or by video conference instead of coming to the courthouse. Here are some tips on how to prepare.

How do I know if I have a remote hearing?

The Court will contact you to tell you that your hearing is remote. They may contact you by sending you an email, letter in the mail, or by calling you.



How do I take part in a remote hearing?

The Court will give you step-by-step instructions on how to take part in the remote hearing.

If you lose your written notice, call the Civil Actions Clerk's Office for instructions at:



202-879-1133

Is there anything that I should do before the day of the hearing?

- Let the court know immediately if you cannot join a hearing because you do not have a phone or computer.



Civil Actions Clerk's Office: 202-879-1133

- You may want to contact an attorney for legal help.
- You can also find the list of legal services providers at www.dccourts.gov/services/represent-yourself by clicking on the link that says, "List of Legal Service Providers for Those Seeking an Attorney or Legal Advice".
- Evidence: if you want the judge to review photos or documents, ask the judge how to submit your evidence.
- Witnesses: tell the judge if you want a witness to testify at your hearing.
- Accommodations & Language Access: let the court know if you need an interpreter or other accommodation for your hearing.

Tips for the Hearing



- Join the hearing a few minutes early!
- Charge your computer or phone and make sure you have enough minutes to join the call. Find a private and quiet space. If possible, be alone in a room during the hearing. Try to limit distractions as much as possible. If others are in the room with you, ask if they can be quiet during the hearing.
- Mute your microphone when you are not talking. Mute all sounds on your phone or computer.
- Say your name before you speak so the record is clear. Be prepared to identify your role in the hearing (e.g., observer, plaintiff, defendant, witness, etc.).
- Speak slowly and clearly so everyone hears what you are saying.
- Pause before speaking in case there is a lag. Use a headset or headphones if you can. This will free up your hands and sound better.
- Try not to talk over anyone else. Only one person can speak at a time. If you talk while someone else is talking, the judge will not be able to hear you.
- Have all your documents for the hearing in front of you. Have a pen and paper to take notes.
- If you are not ready for your hearing or want to speak with an attorney, you can ask the judge to postpone your hearing for another date.
- If your sound or video freezes during the hearing, use the chat feature or call the Clerk's Office to let them know that you are having technical issues.



Special Tips for Video Hearings (Click here for more information)



- Download the court's hearing software, WebEx, in advance and do a test run! The Court will provide you with a WebEx link in advance of the hearing.
- Set up the camera at eye level. If you are using your phone, prop it up so you can look at it without holding it.
- Look at the camera when you speak and avoid moving around on the video.
- Wear what you would normally wear to court.
- Sit in a well-lit room with no bright lights behind you.
- If possible, find a blank wall to sit in front of. Remember the judge will be able to see everything on your screen, so pick a location that is not distracting.



District of Columbia Courts

Tips for Using DC Courts Remote



The DC Courts have **remote hearing sites** available in various locations in the community to help persons who may not have computer devices or internet service at home to participate in scheduled remote hearings. The Courts are committed to enhancing access to justice for all.

There are six remote access sites throughout the community which will operate: **Monday – Friday, 8:30 am – 4:00 pm.**

The remote site locations are:

Remote Site - 1

Balance and Restorative Justice Center
1215 South Capitol Street, SW
Washington, DC 20003

Remote Site - 2

Balance and Restorative Justice Center
1110 V Street, SE
Washington, DC 20020

Remote Site - 3

Balance and Restorative Justice Center
118 Q Street, NE
Washington, DC 20002



Remote Site - 4

Balance and Restorative Justice Center
920 Rhode Island Avenue, NE
Washington, DC 20018

Remote Site - 5

Reeves Center
2000 14th Street, NW, 2nd Floor
Community Room
Washington, DC 20009

Remote Site - 6

Reeves Center
2000 14th Street, NW, Suite 300N
Office of the Tenant Advocate
Washington, DC 20009

*** *No walk-ins at this location****

If you want to use a remote site location for your hearing, call **202-879-1900** or email DCCourtsRemoteSites@dcsc.gov **at least 24 hours before your hearing to reserve a remote access computer station.** If you require special accommodations such as an interpreter for your hearing, please call **202-879-1900 at least 24 hours in advance of your hearing so the Courts can make arrangements.**

You should bring the following items when you come to your scheduled site location

1. Your **case number** and any **hyperlinks** provided by the Courts for your scheduled hearing.
2. Any documents you need for the hearing (evidence), including exhibits, receipts, photos, contracts, etc.
3. Materials for notetaking, including pen and paper.

***Safety and security measures are in place at the remote sites.**

Contact information to schedule your remote access computer station:

Call: **202-879-1900**

Email: DCCourtsRemoteSites@dcsc.gov



Tribunales del Distrito de Columbia



Consejos para usar los sitios de audiencia remota de los Tribunales de DC

Los Tribunales de DC disponen de **sitios de audiencia remota** en distintos centros de la comunidad para ayudar a que las personas que no tienen dispositivos informáticos o servicio de Internet en su casa puedan participar en audiencias remotas programadas. Los Tribunales honran el compromiso de mejorar el acceso de toda la población a la justicia.

En toda la comunidad hay seis sitios de acceso remoto que funcionarán de **lunes a viernes, de 8:30 am a 4:00 pm**.

Los centros de acceso remoto son:

Sitio Remoto - 1

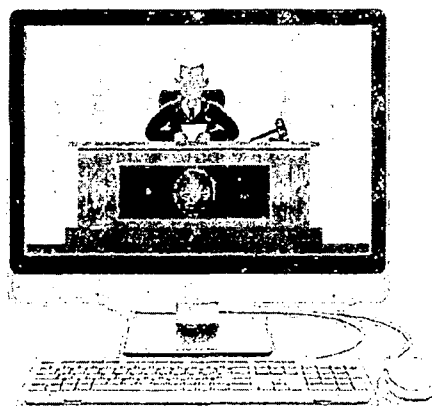
Balance and Restorative Justice Center
1215 South Capitol Street, SW
Washington, DC 20003

Sitio Remoto - 2

Balance and Restorative Justice Center
1110 V Street, SE
Washington, DC 20020

Sitio Remoto - 3

Balance and Restorative Justice Center
118 Q Street, NE
Washington, DC 20002



Sitio Remoto - 4

Balance and Restorative Justice Center
920 Rhode Island Avenue, NE
Washington, DC 20018

Sitio Remoto - 5

Reeves Center
2000 14th Street, NW, 2nd Floor
Community Room
Washington, DC 20009

Sitio Remoto - 6

Reeves Center
2000 14th Street, NW, Suite 300N
Office of the Tenant Advocate
Washington, DC 20009

No se puede entrar sin cita previa

Si desea usar un sitio remoto para su audiencia, llame al **202-879-1900** o envíe un mensaje de correo electrónico a DCCourtsRemoteSites@dcsc.gov **al menos 24 horas antes de la audiencia, para reservar una estación de computadora de acceso remoto.** Si necesita adaptaciones especiales, como un intérprete para la audiencia, llame al **202-879-1900** al menos 24 horas antes de la audiencia para que los Tribunales puedan hacer los arreglos necesarios.

Cuando concurra al sitio programado debe llevar los siguientes artículos

1. Su **número de caso** y todos los **hipervínculos** que le hayan proporcionado los Tribunales para la audiencia programada.
2. Cualquier documento que necesite para la audiencia (prueba), incluidos documentos probatorios, recibos, fotos, contratos, etc.
3. Materiales para tomar nota, como papel y lápiz.

***Los sitios de acceso remoto cuentan con medidas de seguridad y protección.**

Información de contacto para programar su estación de computadora de acceso remoto:

Teléfono: **202-879-1900**

Correo electrónico: DCCourtsRemoteSites@dcsc.gov

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff,

v.

GEMINI TRUST COMPANY LLC,

Defendant.

Case No. 2024-CAB-003999

(Hon. Juliet J. McKenna)

RULE 55(a)(3)(B) PRAECIPE REGARDING EXTENSION OF TIME

Plaintiff National Association of Consumer Advocates, Inc. ("Plaintiff") and Defendant Gemini Trust Company LLC ("Defendant") hereby agree that Defendant shall have up to and including August 19, 2024, to file a responsive pleading to Plaintiff's Complaint. Said extension is for not more than twenty-one days from the original response deadline of August 5, 2024.

Dated July 24, 2024

/s/ Andrew Bosse

Andrew Bosse (DC Bar No. 90016021)
BAUGHMAN KROUP BOSSE PLLC
500 E. Main Street – Suite 1400
Norfolk, Virginia 23510
(757) 904-5373
abosse@bkbfirm.com

*Counsel for Defendant Gemini Trust
Company LLC*

/s/ F. Peter Silva II

F. Peter Silva II (DC Bar No. 1010483)
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue, NW Suite 1010
Washington, District of Columbia 20006
(202) 973-0900
psilva@tzlegal.com

*Counsel for Plaintiff National Association of
Consumer Advocates, Inc.*

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff,

v.

GEMINI TRUST COMPANY LLC,

Defendant.

Case No. 2024-CAB-003999

(Hon. Juliet J. McKenna)

WAIVER OF THE SERVICE OF SUMMONS

Defendant Gemini Trust Company LLC (“Defendant”) has received Plaintiff National Association of Consumer Advocates, Inc.’s (“Plaintiff”) request to waive service of a summons in this action along with a copy of the complaint. Defendant agrees to save the expense of serving a summons and complaint in this case in the manner provided by Rule 4. Defendant retains all defenses or objections to the lawsuit, the court’s jurisdiction, and the venue of the action, but waives any objections to the absence of a summons or of service. Defendant understands it must file and serve an answer or motion in accordance with Rule 12 or default judgment may be entered against it.

Dated: July 24, 2024

/s/ Andrew Bosse

Andrew Bosse (DC Bar No. 90016021)
BAUGHMAN KROUP BOSSE PLLC
500 E. Main Street – Suite 1400
Norfolk, Virginia 23510
(757) 904-5373
abosse@bkbfirm.com

*Counsel for Defendant Gemini Trust
Company LLC*

/s/ F. Peter Silva II

F. Peter Silva II (DC Bar No. 1010483)
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Avenue, NW, Suite 1010
Washington, DC 20006
(202) 973-0900
psilva@tzlegal.com

*Counsel for Plaintiff National Association of
Consumer Advocates, Inc.*

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff,

v.

GEMINI TRUST COMPANY LLC,

Defendant.

Case No. 2024-CAB-003999

(Hon. Juliet J. McKenna)

**NOTICE OF APPEARANCE OF KATHERINE M. AIZPURU ON BEHALF OF
PLAINTIFF NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, INC.**

Pursuant to Rule 101(b), please enter the appearance of Katherine M. Aizpuru of Tycko & Zavareei LLP as additional counsel for Plaintiff National Association of Consumer Advocates, Inc.

Dated: August 6, 2024

Respectfully submitted,

/s/ Katherine M. Aizpuru

Katherine M. Aizpuru (D.C. Bar No. 1022412)
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Ave NW, Suite 1010
Washington, DC 20006
Phone: (202) 973-0900
Fax: (202) 973-0950
kaizpuru@tzlegal.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6, 2024, a copy of the foregoing was served via EFile DC to all counsel of record.

/s/ Katherine M. Aizpuru
Katherine M. Aizpuru

SUPERIOR COURT
DISTRICT OF COLUMBIA: CIVIL DIVISION

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES, INC.,

Plaintiff.

v.

GEMINI TRUST COMPANY, LLC,

Defendant.

Case No. 2024-CAB-003999

Hon. Juliet J. McKenna

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Andrew C. Bosse of Baughman Kroup Bosse PLLC hereby appears as attorney of record for defendant Gemini Trust Company, LLC, in this matter and requests that copies of all papers in this action be served upon the undersigned.

Dated: New York, NY
August 13, 2024

BAUGHMAN KROUP BOSSE PLLC

By /s/ Andrew C. Bosse

Andrew C. Bosse (D.C Bar No. 90016021)
One Liberty Plaza – 46th Floor
New York, NY 10006
(212) 548-3212
abosse@bkbfirm.com

Attorneys for Gemini Trust Company, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 13, 2024, a copy of the foregoing was served via EFile DC to all counsel of record.

By /s/ Andrew C. Bosse

Andrew C. Bosse
