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

Date: **11/26/2024**

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 v. Rentgrow, Inc. et al.**

Civil Action Number: **2024-CAB-006253**

U.S. District Number: **1:24-cv-03218**

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 **11/14/2024** . 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,

Ana Guzman, Branch Chief
Civil Actions Branch

Completed By: Princess Dunson

Modified: 5/3/2024 RC

CASE SUMMARY
CASE NO. 2024-CAB-006253

National Association of Consumer Advocates v. Rentgrow, Inc. et al.	Location:	**Civil Actions**
	Judicial Officer:	**Matini, Shana Frost**
	Filed on:	**10/01/2024**
	U.S. District Court Case Number:	**1:24-cv-03218**

CASE INFORMATION

Statistical Closures
11/26/2024 Notice of Removal to USDC

Case Type:	**Statutory Claim**
Subtype:	**Consumer Protection Act**
Case Status:	**11/26/2024 Closed**

DATE	CASE ASSIGNMENT

Current Case Assignment

Case Number	2024-CAB-006253
Court	Civil Actions
Date Assigned	10/01/2024
Judicial Officer	Matini, Shana Frost

A TRUE TEST COPY
Clerk, Superior Court of the District of Columbia
By: Deputy Clerk
Date: November 26, 2024

SUPERIOR COURT DISTRICT OF COLUMBIA

PARTY INFORMATION

		Attorneys
Plaintiff	**National Association of Consumer Advocates**	**Richman, Kim E** *Retained* 914-693-2018(W) **Davisson, John** *Retained* 202-483-1140(W)
Defendant	**Rentgrow, Inc.**	**Soukup, Andrew** *Retained* 202-662-5066(W)
	Yardi Systems, Inc.	**Soukup, Andrew** *Retained* 202-662-5066(W)

DATE	EVENTS & ORDERS OF THE COURT

EVENTS

11/26/2024	Case Closed. Notice of Removal. Notices Mailed
11/26/2024	Notice of Removal Processed and Forwarded to USDC
11/14/2024	Notice of Removal to US District Court Docketed on: 11/15/2024 Party: Defendant Rentgrow, Inc.; Defendant Yardi Systems, Inc.
10/31/2024	Affidavit/Declaration of Service of Summons and Complaint *served Yardi Systems, Inc.* Docketed On: 11/01/2024 Filed By: Plaintiff National Association of Consumer Advocates Served On: Defendant Yardi Systems, Inc.
10/24/2024	Affidavit/Declaration of Service of Summons and Complaint Docketed On: 10/24/2024 Filed By: Plaintiff National Association of Consumer Advocates Served On: Defendant Rentgrow, Inc.

CASE SUMMARY
CASE NO. 2024-CAB-006253

10/02/2024	Notice
10/02/2024	Initial Order [Remote] (Judicial Officer: Matini, Shana Frost)
10/01/2024	Complaint Filed Docketed on: 10/02/2024 Filed by: Plaintiff National Association of Consumer Advocates

HEARINGS

01/10/2025	*CANCELED* **Remote Initial Scheduling Conference** (9:30 AM) (Judicial Officer: Matini, Shana Frost ;Location: Courtroom 517) *Vacated*

DATE	FINANCIAL INFORMATION	
	Plaintiff National Association of Consumer Advocates	
	Total Charges	120.00
	Total Payments and Credits	120.00
	Balance Due as of 11/26/2024	**0.00**

eFiled
11/14/2024 4:40:49 P
Superior Court
of the District of Columbia

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, Plaintiff, v. RENTGROW, INC., and YARDI SYSTEMS, INC, Defendants.	Case No. 2024-CAB-6253

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Defendant RentGrow, Inc., with the consent of Defendant Yardi Systems, Inc., has removed this action pursuant to 28 U.S.C. § 1446 to the United States District Court for the District of Columbia. A copy of the Notice of Removal is attached as **Exhibit A.**

RentGrow, Inc. and Yardi Systems, Inc. expressly reserve all rights and defenses.

Dated: November 14, 2024

Respectfully submitted,

/s/ Andrew Soukup

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Andrew Soukup (D.C. Bar No. 995101)
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Counsel for Defendants RentGrow, Inc. and Yardi Systems, Inc.

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, Plaintiff, v. RENTGROW, INC., and YARDI SYSTEMS, INC., Defendants.	Case No. __________ Removed from the Superior Court of the District of Columbia, Civil Division, Case No. 2024-CAB-6253

NOTICE OF REMOVAL

Defendant RentGrow, Inc. ("RentGrow"), with the consent of co-Defendant Yardi Systems, Inc. ("Yardi"), hereby removes this matter from the Superior Court of the District of Columbia, Civil Division, to this Court pursuant to 28 U.S.C. §§ 1331 and 1441.

I. OVERVIEW

1. Plaintiff filed this action in the Superior Court of the District of Columbia on October 1, 2024. A copy of Plaintiff's Complaint is attached as **Exhibit 1** ("Compl.").

2. Removal is timely because RentGrow was served with process on October 24, 2024. *See* 28 U.S.C. §§ 1446(b)(1). A copy of all process, pleadings, and orders in this action is attached as **Exhibit 2,** as required by 28 U.S.C. § 1446(a).

3. Removal is proper because Plaintiff's claim arises under federal law for purposes of 28 U.S.C. § 1331. Plaintiff alleges that RentGrow violated the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* ("FCRA"), and thereby violated the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.* ("DC CPPA"), by providing tenant screening reports to housing providers throughout the District of Columbia, including in

connection with the D.C. Housing Authority's Housing Choice Voucher Program. *See* Compl. ¶¶ 1–3 & n.5.

4. Based solely on the face of Plaintiff's Complaint, Plaintiff's state law claim is intimately intertwined with federal law. The Complaint invokes the FCRA at least a dozen times, including by alleging that "RentGrow has not met its legal obligation under the FCRA." *Id.* ¶ 31; *see also id.* ¶¶ 2–3 & n.5, 20 n.7, 30–32 & ns. 23–25, 48–49 & n.40, 93, 102. By expressly premising its DC CPPA claim on alleged violations of the FCRA, Plaintiff's state law claim "necessarily raise[s] a stated federal issue, actually disputed and substantial, which [this] federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities." *Grable & Sons Metal Prod., Inc. v. Darue Eng'g & Mfg.*, 545 U.S. 308, 314 (2005).

II. PARTIES

5. The National Association of Consumer Advocates ("NACA") is a nonprofit organization formed under Massachusetts law with a principal place of business in Washington, D.C. *See* Compl. ¶ 9. NACA asserts standing under the DC CPPA as a consumer advocacy organization to represent the interests of D.C. consumers. *Id.* ¶¶ 10–11.

6. Defendant RentGrow, Inc., is a Delaware corporation with a principal place of business in Massachusetts. *See id.* ¶ 13.

7. Defendant Yardi Systems, Inc., which consents to this Notice of Removal,[1] is organized and headquartered in California. *See id.* ¶¶ 1, 14. Yardi appears to have been named as

[1] Yardi expressly reserves all rights, defenses, and claims, including without limitation the right to move to dismiss for lack of personal jurisdiction.

a defendant only because RentGrow is a wholly owned subsidiary of Yardi, because Yardi has no role in the conduct alleged in Plaintiff's Complaint.

III. GROUNDS FOR REMOVAL

8. Plaintiff's cause of action under the DC CPPA "appears on its face to be created by state law." *Bender v. Jordan*, 623 F.3d 1128, 1130 (D.C. Cir. 2010). "The federal courts nevertheless have jurisdiction when, as here, it is apparent that the federal questions overwhelmingly predominate." *Id.*

9. Federal courts have recognized "for nearly 100 years that in certain cases federal-question jurisdiction will lie over state-law claims that implicate significant federal issues." *Grable*, 545 U.S. at 312. There is no "single, precise, all-embracing test for jurisdiction over federal issues embedded in state-law claims." *Id.* at 314. Instead, this Court asks whether "'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.'" *D.C. v. Exxon Mobil Corp.*, 89 F.4th 144, 154 (D.C. Cir. 2023) (quoting *Gunn v. Minton*, 568 U.S. 251, 258 (2013)). All are true here.

A. NACA's Complaint Necessarily Raises a Federal Issue under the FCRA.

10. A federal question is "necessarily raised" if it is "'an essential part of the plaintiff's affirmative claim' rather than a 'response to an anticipated defense.'" *Exxon Mobil*, 89 F.4th at 154 (quoting *D.C. Ass'n of Chartered Pub. Schs. v. D.C.*, 930 F.3d 487, 491 (D.C. Cir. 2019)) (cleaned up).

11. Plaintiff pleads that the FCRA protects consumers against the inclusion of inaccurate information about them in tenant screening reports, *see* Compl. ¶¶ 2–3; that the DC CPPA "incorporates these consumer protections" afforded by the FCRA, *id.* ¶¶ 3, 30 & n.5; that Defendants do not comply with the FCRA, *e.g., id.* ¶¶ 30–31, 93, 102; and that Defendants have

therefore violated the DC CPPA. Indeed, the primary theory of liability in the Complaint rests on allegations that Defendants violated the FCRA:

a. "RentGrow's Service generates reports based improperly on inaccurate and/or biased information . . . that, while accurate, are more than seven years old and should have been removed from such reports under the [FCRA], 15 U.S.C.S. § 1681 *et seq*." Compl. ¶ 2.

b. "Consumers are protected from the dissemination of inaccurate information in credit reports and the failure of credit reporting agencies to maintain accurate records by the FCRA." *Id.* ¶ 3.

c. The FCRA "govern[s] the[] use and dissemination" of background screening reports "and require[s] creators and purveyor of these reports to ensure their 'maximum possible accuracy.'" *Id.* ¶ 20 (quoting 15 U.S.C. § 1681e(b)).

d. "RentGrow has failed to adequately validate the outputs of its Service or to test the Service for accuracy and bias risks . . . and fails to adequately mitigate risk . . . in contravention of . . . procedural requirements under the FCRA." *Id.* ¶ 30 (citing 15 U.S.C. §§ 1681e(b), 1681i, 1681s).

e. "RentGrow has not met its legal obligation under the FCRA." *Id.* ¶ 31 (citing 15 U.S.C. § 1681e(b)).

f. "RentGrow's Service generates reports and recommendations that are fundamentally inaccurate" under the FCRA. *Id.* ¶ 32 & n.25 (relying on *McIntyre v. RentGrow, Inc.*, 34 F.4th 87 (1st Cir. 2022) (affirming summary judgment in favor of RentGrow on FCRA claim)).

g. "RentGrow warrants . . . that it will comply 'with all laws directly applicable to RentGrow's performance of [its agreement with DCHA],' including "the FCRA, 15 U.S.C. § 1681 *et seq*., which requires RentGrow to maintain certain accuracy and data correction procedures." *Id.* ¶ 48 (citing 15 U.S.C. §§ 1681e(b), 1681i).

h. "RentGrow expressly certifies its compliance with all FCRA obligations." *Id.* ¶ 49.

i. "RentGrow has failed to implement sufficient testing, auditing, evaluation, or other quality control procedures to mitigate the risks of inaccuracies or biases within its Service—procedures that are standard under leading AI and ADM risk management standards and required under the FCRA." *Id.* ¶ 93.

j. "RentGrow's representations about respecting consumer's FCRA rights despite engaging in conduct the FTC has said violated FCRA constitute a 'deceptive' practice." *Id.* ¶ 102.

12. It is plain that this litigation will focus on whether RentGrow violated the FCRA, as other theories of liability are premised on patently false factual allegations. For example, Plaintiffs' accusation that RentGrow violated the DC CPPA by "fail[ing] to implement . . . leading AI and ADM risk management standards," *id.* ¶ 93, is dead wrong because RentGrow does not and has never "use[d] AI and ADM systems" in assembling and merging information for tenant screening, *id.* ¶ 29. Likewise, Plaintiff's allegation that RentGrow uses "knowingly flawed third-party information," *id.* ¶ 32, is entirely without merit because, contrary to Plaintiff's contention, RentGrow does not presently "source[] its information from TransUnion Background Data Solutions," *id.* ¶ 26. These and other false allegations in the Complaint raise serious concerns about the level of diligence that Plaintiff conducted before filing this lawsuit, including whether Plaintiff believed its "factual contentions have evidentiary support." Fed. R. Civ. P. 11(b)(3).

13. Plaintiff's allegations accusing RentGrow of perpetuating discrimination likewise do not assert any claim against RentGrow. Plaintiff's fundamental complaint is that "the sources of data that automated tenant screening systems rely on . . . reflect racially discriminatory trends" and "perpetuat[e] racial biases." *Id.* ¶ 33. But Plaintiff acknowledges RentGrow has no role in generating the data Plaintiff complains about. *See id.* ¶ 24 ("RentGrow compiles data from third parties rather than collecting it directly."). Nor could RentGrow possibly discriminate against D.C. consumers, *see, e.g.*, *id.* ¶¶ 79–82, because it has *zero* say in housing providers' ultimate rental decisions. Regardless of whether "[d]iscriminatory consumer practices constitute violations of the DC CPPA," *id.* ¶ 98, there is simply no possible claim of discrimination here.

14. At bottom, Plaintiff's "theory of [its] state-law claim" is that Defendants did not comply with federal law. *Exxon Mobil*, 89 F.4th at 155 (characterizing cases finding federal jurisdiction); *see also Herero People's Reparations Corp. v. Deutsche Bank, A.G.*, 370 F.3d 1192,

1195 (D.C. Cir. 2004) (finding a federal issue where the plaintiff's "legal theory" relied on the Alien Tort Act, despite plaintiff's attempt to "disclaim reliance" on that law).

15. Plaintiff's conclusory statement that it "does not bring this action based on violation of the FCRA," Compl. ¶ 48 n.39, is belied by its own allegations. In that same footnote, NACA explains that its allegations arise from RentGrow's alleged "failure to implement reasonable auditing and correction procedures," *id.*, which NACA *in the same paragraph* pleads are required *by the FCRA*. *See id.* ¶ 48 & n.40. NACA also alleges that RentGrow made a "misrepresentation of compliance with requirements ***with which one reasonably expect[s] the service to comply***." *Id.* ¶ 48 n.39 (emphasis original). Plaintiff's allegations—considered in context—make plain that those requirements refer to those imposed by the FCRA. *See id.* ¶ 48 ("[RentGrow] admits, its Service must comply with the FCRA."); *id.* ¶ 48 n.39 (observing that RentGrow's website provides consumers with statements about their rights under the FCRA and that RentGrow "assure[s] FCRA compliance in bids" submitted to other cities).

16. As in *Organic Consumers Association v. Hain Celestial Group, Inc.*, 285 F. Supp. 3d 100 (D.D.C. 2018), the Complaint's DC CPPA claim rests on Plaintiff's allegation that Defendants violated a federal law. *See* 285 F. Supp. 3d at 101 & n.2. For the same reason as in that case, removal is proper here.

B. The Interpretation of the FCRA Is of Substantial Importance to the Federal System.

17. The interpretation of the FCRA necessary to resolve this case is also of substantial interest to the federal system. *See Gunn*, 568 U.S. at 260.

18. First, Congress created a private right of action under the FCRA, reinforcing the substantial importance of fair and accurate consumer reporting to the functioning of the national consumer credit market. *See* 15 U.S.C. §§ 1681(a) (congressional findings and statement of

purpose), 1681n–1681p (creating private rights of action). *Cf. Merrell Dow Pharms. Inc. v. Thompson*, 478 U.S. 804, 814 (1986) (holding that Congress's decision ***not*** to create a federal remedy in other situations is "tantamount to a congressional conclusion" that a claimed violation of the federal statute under a state law cause of action "is insufficiently 'substantial' to confer federal-question jurisdiction"); *Inst. for Truth in Mktg. v. Total Health Network Corp.*, 321 F. Supp. 3d 76, 86 (D.D.C. 2018) (finding no substantial federal issue because the federal statute at issue did not confer a private right of action); *Clean Label Project Found. v. Now Health Grp., Inc.*, 2021 WL 2809106, at *8 (D.D.C. July 6, 2021) (same). Moreover, Congress's decision to provide federal remedies for violations of the FCRA ensures that federal courts would be tasked with interpreting and applying the FCRA in a consistent and uniform manner.

19. Second, interpretation of the FCRA in this case would impact thousands of consumers whose rental applications may be assessed by housing providers in D.C., in part by using RentGrow's tenant screening services,[2] as well as potentially *millions* more individual consumers who are screened throughout the United States. *See, e.g.*, Compl. ¶ 16 (alleging that RentGrow provides tenant screening services nationwide). Resolution of a federal issue is "substantial" when it impacts "hundreds of thousands" of people rather than only the parties

[2] The impact on thousands of consumers is inferred from Plaintiff's allegations and is not a concession by RentGrow or based on any factual assessment performed by RentGrow. Plaintiff purports to act "on behalf of the general public" in this action. *See* Compl. ¶ 82. This Court may take judicial notice that there are more than 689,000 individuals currently living in the District of Columbia. *See Phillips v. Bureau of Prisons*, 591 F.2d 966, 969 (D.C. Cir. 1979) (permitting judicial notice of "matters of general public record"). Additionally, Plaintiff alleges that RentGrow contracts with the D.C. Housing Authority ("DCHA") to provide its service to housing providers participating in the District's Housing Choice Voucher Program (the "HCV Program"), *see* Compl. ¶ 1, and repeatedly cites a document alleged to be a contract making RentGrow the exclusive provider of tenant screening services for the HCV Program, *see id.* ¶¶ 2 n.4, 17–18, 23, 42. According to that document, there are at least 16,000 housing units in the HCV Program. *See* https://perma.cc/QDD7-QHXM (link provided in Compl. ¶ 2 n.4) at 8. The significant impact of this action is thus plain from the face of Plaintiff's Complaint.

themselves. *D.C. v. Grp. Hospitalization & Med. Servs., Inc.*, 576 F. Supp. 2d 51, 56 (D.D.C. 2008); *see also Jenkins v. Howard Univ.*, 2023 WL 1070552, at *4 (D.D.C. Jan. 27, 2023) (holding federal issue substantial where the matter's resolution "will affect not only the institution itself, but over 100,000 of Howard's living alumni, in addition to present and future students, faculty, and staff").

20. Third, this is not a "backward-looking" case in which resolution of the federal question is merely an element of Plaintiff's present state-law claim. *Gunn*, 568 U.S. at 261 (finding no significance to federal question in a malpractice suit, where the federal question was "posed in a merely hypothetical sense" as a "case within a case"). Plaintiff's principal theory of liability in this case depends on the interpretation and application of federal law, which Plaintiff alleges is simply "incorporated" into the DC CPPA. *See* Compl. ¶¶ 3 & n.5, 20 n.7, 30. Plaintiff moreover seeks an injunction requiring Defendants to comply with the DC CPPA, and thereby the FCRA. *See* Compl. ¶¶ 3 & n.5, Prayer for Relief at A, B. RentGrow's efforts to comply with the FCRA now and in the future are thus at stake in this litigation, not merely liability and damages from a past dispute about federal law. *Cf. Gunn*, 568 U.S. at 261.

C. The Application of the FCRA Is Actually Disputed.

21. The federal question in this case—whether Defendants violated the FCRA (and thereby the DC CPPA)—is "actually disputed" because "on the merits, it is the central point of dispute." *Gunn*, 568 U.S. at 259.

22. Plaintiff alleges that Defendants failed to comply with the FCRA and misrepresented that its tenant screening service complied with the FCRA. RentGrow vigorously contests these allegations: it complies with the FCRA, and its representations regarding compliance with the FCRA are true. Liability under the DC CPPA in this case will thus rise or fall with the question of RentGrow's compliance with the FCRA.

D. The Case Is Capable of Resolution in Federal Court Without Disrupting the Federal-State Balance.

23. Resolution of Plaintiff's claim in this Court will not disrupt the federal-state balance. Because Congress has authorized private actions in federal court to enforce the requirements of the FCRA, extending federal jurisdiction over this matter will neither undermine the D.C. Superior Court's legitimate interest in interpreting the DC CPPA nor lead "to a wave of new filings in federal court." *Bender*, 623 F.3d at 1131. To the contrary, this Court's interpretation of a federal statute to which a nationwide provider of tenant screening services such as RentGrow is subject will contribute to a body of precedent that "is likely in fact to reduce the frequency of disputes over [the FCRA]," *id.*, including cases like this that assert violations of the FCRA but are styled as claims under the DC CPPA. Exercising federal jurisdiction over this matter will thus not portend "any more than 'a microscopic effect on the federal-state division of labor.'" *Bender*, 623 F.3d at 1131 (citing *Grable*, 545 U.S. at 315).

IV. REMOVAL TO THIS COURT IS PROCEDURALLY PROPER

24. Removal is procedurally proper.

25. This Notice of Removal is timely filed within thirty days after service of the Complaint. *See* 28 U.S.C. § 1446(b)(1).

26. Venue is proper in this Court, because the United States District Court for the District of Columbia is the federal judicial district encompassing the Superior Court of the District of Columbia, Civil Division, where Plaintiff originally filed this action. 28 U.S.C. §§ 88, 1441(a).

27. Yardi consents to removal pursuant to 28 U.S.C. § 1446(b)(2)(A).

28. Pursuant to 28 U.S.C. § 1446(d), RentGrow will promptly file a copy of this Notice of Removal with the clerk of the Superior Court of the District of Columbia, Civil Division, and will serve a copy on counsel for Plaintiff.

29. Nothing in this Notice of Removal is or shall be interpreted as a waiver or relinquishment of RentGrow or Yardi's rights to assert any defense or affirmative matter, including, without limitation, the defenses of lack of personal jurisdiction; insufficiency of process; insufficiency of service of process; improper joinder of claims or parties; failure to state a claim; failure to join an indispensable party; lack of standing; or any other procedural or substantive defense available under state or federal law.

V. CONCLUSION

For these reasons, Defendant RentGrow, Inc. removes this action from the Superior Court of the District of Columbia, Civil Division, to this Court.

Dated this November 14, 2024.

Respectfully submitted,

/s/ Andrew Soukup

Valerie L. Hletko (D.C. Bar No. 485610)
Andrew Soukup (D.C. Bar No. 995101)
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Counsel for Defendants RentGrow, Inc. and Yardi Systems, Inc.

EXHIBIT A

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, 1215 17th Street NW, 5th Floor, Washington, DC 20036, Plaintiff, v. RENTGROW, INC., 400 Fifth Avenue, Suite 120, Waltham, MA 02451, and YARDI SYSTEMS, INC., 430 South Fairview Avenue, Santa Barbara, CA 93117, Defendants.	2024-CAB-006253 **COMPLAINT** DEMAND FOR JURY TRIAL

INTRODUCTION

1. RentGrow, Inc., a wholly owned subsidiary of Yardi Systems, Inc. (collectively, "RentGrow" or "Defendants") provides tenant screening services (the "Service") to landlords, property managers, and other housing providers throughout the District of Columbia. Potential tenants throughout the District are often dependent on the reports generated by RentGrow's Service before they are allowed to lease an apartment. In particular, since 2018, RentGrow has contracted with the D.C. Housing Authority ("DCHA") to provide its Service to landlords participating in the District's Housing Choice Voucher Program ("HCVP"). The HCVP "helps low- and moderate-income residents find and afford housing by providing vouchers to allow participants to pay rent in privately owned properties around the city."[1] Thus, a potential tenant's eligibility for housing under the HCVP is often dependent on data that RentGrow provides in its

[1] *Government of the District of Columbia,* Housing DC Resident Resources, https://housing.dc.gov/page/housing-dc-resident-resources (last visited Oct. 1, 2024).

reports, and RentGrow's Service is critical for individuals who need affordable housing in the District.

2. In reality, RentGrow's Service generates reports based improperly on inaccurate and/or biased information, which negatively impacts individuals in the District who need a RentGrow report to obtain housing. Examples of this information include unvetted public records of court proceedings, which may involve individuals unrelated to the prospective tenant; unvetted criminal and eviction records that reflect racially biased policing and historical redlining practices;[2] and other negative items that, while accurate, are more than seven years old and should have been removed from such reports under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C.S. § 1681 *et seq.*[3] Additionally, RentGrow has failed to implement standard artificial intelligence ("AI") risk management practices to mitigate known risks of errors and biases in its Service, yet it continues to market its Service and related appeals process as effective means for evaluating rental applicants under FCRA and "all other applicable laws and regulations."[4]

3. Consumers are protected from the dissemination of inaccurate information in credit reports and the failure of credit reporting agencies to maintain accurate records by the FCRA. The District of Columbia Consumer Protection Procedures Act ("CPPA") incorporates these consumer

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[2] Redlining is "a discriminatory practice that consists of the systematic denial of services such as mortgages, insurance loans, and other financial services to residents of certain areas, based on their race or ethnicity," and is a major factor of "race-based housing patterns" which the Fair Housing Act sought to end. *Redlining*, Cornell Law School, Legal Information Inst., https://www.law.cornell.edu/wex/redlining (last visited Oct. 1, 2024).

[3] *See Learn*, RentGrow, https://www.rentgrow.com/learn-now/#1489618308563-a366a28d-0f7b (last visited Oct. 1, 2024).

[4] Contract between D.C. Housing Authority and RentGrow, Inc. (2018), https://perma.cc/QDD7-QHXM [hereafter "DCHA RentGrow Contract"]; *see also Assisted Housing: National and Local-Picture of Subsidized Households*, U.S. Dep't of Hous. & Urb. Dev. (2020), https://www.huduser.gov/portal/datasets/assthsg.html (showing that over 90% of D.C. Housing Choice Vouchers are used by Black residents).

protections[5] and provides for their enforcement by a nonprofit organization when consumers in the District have been wronged, as here.

4. Plaintiff National Association of Consumer Advocates, Inc. ("NACA" or "Plaintiff") is a nonprofit advocacy organization committed to representing consumers' interests. NACA brings this suit to enforce the CPPA in light of RentGrow's failure to follow the law and the resulting harm that has affected and still affects District of Columbia consumers.

JURISDICTION AND VENUE

5. By filing this lawsuit, Plaintiff NACA consents to this Court's personal jurisdiction over the organization.

6. This Court has personal jurisdiction over Defendants because Defendants have purposefully directed their conduct to the District, including their relationship with DCHA, and have availed themselves to the benefits and protections of District of Columbia law.

7. Defendants' trade practices occur within the District. The Service is used in the District by D.C. housing providers, and D.C. consumers depend on Defendants' reports to obtain housing.

8. This Court has subject matter jurisdiction over this action under the CPPA, D.C. Code § 28-3901, *et seq.*

[5] *See* D.C. Code § 28-3901(d) (incorporating Federal Trade Commission interpretations of "unfair or deceptive trade practice"); 15 U.S.C. § 1681s (explicitly identifying FCRA violations as unfair or deceptive trade practices under the Federal Trade Commission Act, 15 U.S.C. § 41 *et seq.*).

PARTIES

9. 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.

10. NACA is a national nonprofit association of attorneys, law professors, law students, 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.

11. 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 consumer rights in the improper use and dissemination of inaccurate consumer reports.

12. NACA brings this suit to enforce the CPPA in light of RentGrow's failure to comply with the law and the resulting harm that has affected District of Columbia consumers. This is not a class action, and no class certification will be sought.

13. Defendant RentGrow, Inc. is incorporated in Delaware and headquartered in Massachusetts.

14. Defendant Yardi Systems, Inc. is incorporated and headquartered in California.

15. RentGrow, Inc. is "a wholly owned subsidiary of Yardi Systems, Inc."[6]

16. Defendants provide rental screening services throughout the United States, including in the District of Columbia.

17. Defendants' Service is utilized by the DCHA.

18. Defendants have a contract with the DCHA regarding the Service.

19. Through its unfair trade practices, Defendants have caused harm to the general public of the District of Columbia, including consumers who are subject to the Service.

FACT ALLEGATIONS

I. RentGrow's Service collects and provides inaccurate data to District landlords.

20. Throughout the last decade, the ubiquity of background screening reports has grown to the point that District consumers' ability—rightly or wrongly—to obtain a job, qualify for a mortgage, get credit or insurance, or find and be approved for an apartment to rent are completely dependent on the information collated and shared in these third-party created documents. Because of the outsized importance of these reports, local, state and national governments have passed consumer protection laws that govern their use and dissemination and require creators and purveyor of these reports to ensure their "maximum possible accuracy."[7]

21. In recent years, providers of these screening services have come to depend on AI and Automated Decision-Making ("ADM") systems to produce their reports. ADM systems refer to any "tool, software, system, process, function, program, method, model, and/or formula

[6] *Resident Screening Client Notification*, Yardi (July 19, 2017), https://www.yardi.com/news/resident-screening-client-notification/.

[7] *See* 15 U.S.C. § 1681e(b) (incorporated into CPPA via definition of "unfair or deceptive trade practice," *see* D.C. Code § 28-3901(d)).

designed with or using computation to automate, analyze, aid, augment, and/or replace government decisions, judgments, and/or policy implementation."[8]

22. Creators and users of AI and ADM systems have long known the accuracy and bias risks that improper data inputs can have on ADM system outputs, and several industry development and use standards have emerged to mitigate these risks.[9] These industry standards dictate that any merchant that uses ADM systems should take reasonable steps to ensure the accuracy of its input data, implement procedures sufficient to correct inaccuracies in outputs, and implement procedures sufficient to prevent perpetuating or exacerbating existing biases within outputs.

23. RentGrow is one of the largest providers of resident screening services in the District. Their Service is advertised to and used extensively by landlords and property managers and owners in the private rental marketplace,[10] and pursuant to an August 2018 contract with DCHA,[11] by landlords and property managers and owners evaluating low-income consumers' eligibility[12] for safe and affordable housing under the District's HCVP program.

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[8] Rashida Richardson, *Defining and Demystifying Automated Decision Systems*, 81 Md. L. Rev. 785, 795 (2022), https://digitalcommons.law.umaryland.edu/cgi/viewcontent.cgi?article=3930&context=mlr.

[9] *See generally* Shalanda D. Young, *Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence*, Exec. Office of the President Office of Mgmt. & Budget (Mar. 28, 2024), https://www.whitehouse.gov/wp-content/uploads/2024/03/M-24-10-Advancing-Governance-Innovation-and-Risk-Management-for-Agency-Use-of-Artificial-Intelligence.pdf; Exec. Order No. 14,110, 88 Fed. Reg. 75,191 (Nov. 1, 2023); *Artificial Intelligence Risk Management Framework (AI RMF 1.0)*, Nat'l Inst. of Standards & Tech. U.S. Dep't of Commerce (Jan. 2023), https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-1.pdf; *Blueprint for an AI Bill of Rights: Making Automated Systems Work for the American People*, White House Office of Sci. and Tech. Policy (Oct. 2022), https://www.whitehouse.gov/wp-content/uploads/2022/10/Blueprint-for-an-AI-Bill-of-Rights.pdf; *Recommendation of the Council on Artificial Intelligence*, OECD Legal Instruments (May 21, 2019), https://legalinstruments.oecd.org/en/instruments/OECD-LEGAL-0449.

[10] *Learn*, RentGrow, https://www.rentgrow.com/learn-now/ (last visited Oct. 1, 2024).

[11] *See* DCHA RentGrow Contract, *supra* note 4.

[12] Thomas McBrien et al., Elec. Privacy Info. Center ("EPIC"), *Screened & Scored in the District of Columbia* 27 (Nov. 2022), https://epic.org/wp-content/uploads/2022/11/EPIC-Screened-in-DC-Report.pdf.

24. In providing its Service, RentGrow compiles data from third parties rather than collecting it directly. For example, RentGrow purchases credit data from vendors such as Experian, Equifax, and TransUnion, and utilizes public records compiled by companies like LexisNexis.[13]

25. These companies' information is notoriously inaccurate having reported error rates in their consumer data of not less than 13 percent, affecting more than 10 million people.[14] The most common forms of these errors are conflating data from multiple unrelated people within one consumer profile;[15] duplicate data entries; and out-of-date credit, housing, and/or other data.[16]

26. An example of RentGrow's misplaced reliance and dependence on inaccurate and error filled third-party information is their admission, in prior litigation, that it mainly sources its information from TransUnion Background Data Solutions ("TUBDS").[17] A RentGrow "corporate representative" has testified that it relies completely "on TUBDS to uphold their obligations and believes TUBDS is reliable [and] [i]t does not know the identities of the third-party vendors that TUBDS uses to obtain information [or] TUBDS' reliability. [] Unless a consumer submits a dispute, RentGrow has no way to know whether something was potentially inaccurate."[18]

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[13] *See* DCHA RentGrow Contract, *supra* note 4, at 1.

[14] *See* Lisa L. Gill, *Credit Report Error Complaints Surge. Here's Why You Should Check Yours*, Consumer Reps. (Feb. 15, 2024), https://www.consumerreports.org/money/credit-scores-reports/credit-report-error-complaints-surge-check-your-report-a1194343465/.

[15] Errors of this type disproportionately impact minority communities due to common naming conventions. For example, 40 percent of Latinx people in the District are of Salvadoran descent, where "Juan" and "Hernandez" are two of the most common names. There are more than 100 people in the District alone with the name Juan Hernandez. *See* McBrien, *supra* note 12, at 8–9, 48; America Counts Staff, *Hispanic Surnames Rise in Popularity*, Census Bureau (Aug. 9, 2017), https://perma.cc/7MXW-Z5QR.

[16] Gill, *supra* note 14.

[17] *McIntyre v. RentGrow, Inc.*, No. 18-cv-12141, 2021 U.S. Dist. LEXIS 157939, at *3 (D. Mass. July 16, 2021).

[18] *Grant v. RentGrow, Inc.*, No. SA-21-CV-1172-JKP, 2023 U.S. Dist. LEXIS 158173, at *50-51 (W.D. Tex. Sep. 6, 2023)

27. This reliance is particularly troubling considering that TUBDS has "face[d] tens of millions of dollars in penalties for violating tenants' rights" "by reporting inaccurate and incomplete information on prospective tenants to [] landlords."[19] Further, the specific conduct that TUBDS was accused of—"using false, incomplete or unverified information to generate [a] proprietary 'risk score' metric"—has been criticized for having an adverse impact on communities of color.[20]

28. RentGrow does not adequately inquire about the quality or limitations of the datasets it receives from third parties. Nor does it adequately remedy any inaccuracies, omissions, and biases it identifies within those datasets. Nor does it adequately engage the landlords, property managers, and other clients to whom it offers its products and services about appropriate usage of its Service, or the tenant screening reports it produces. Nor does RentGrow adequately mitigate the impact of inaccuracies, errors, and biases within its Service made apparent through readily noticeable trends in actual usage by landlords. Nor does an actual human being usually review third-party vendor information gathered by RentGrow's algorithm for "any inconsistent or nonreportable information."[21]

29. In creating its Service, through the gathering and compiling of this third-party information as well as the automatic processing of such information into tenant screening reports and recommendations, RentGrow uses AI and ADM systems.

[19] *TransUnion Faces Big Fine As Regulators Heed NCRC Call For Fairness In Tenant Screening*, Nat'l Community Reinvestment Coalition (Oct. 16, 2023), https://www.ncrc.org/transunion-faces-big-fine-as-regulators-heed-ncrc-call-for-fairness-in-tenant-screening/.

[20] *Id.*

[21] *Grant v. RentGrow, Inc.*, *supra* note 18 at *51–52. "[o]nly in 'rare instances' does a human actually review 'the record...for any inconsistent or nonreportable information.'"

30. Despite knowing the accuracy and bias risks that improper data inputs can have on ADM system outputs, RentGrow has failed to adequately validate the outputs of its Service or to test the Service for accuracy and bias risks—processes that could correct inaccuracies and biases in RentGrow's input data and generated tenant screening reports—and fails to adequately mitigate risk despite the profound impact its Service has on the lives of D.C.'s most vulnerable residents, in contravention of leading standards issued for the use and development of ADM systems like RentGrow's Service,[22] as well as procedural requirements under the FCRA as incorporated within the CPPA.[23]

31. In part because of this failure, RentGrow has not met its legal obligation under the FCRA to establish or "follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."[24]

32. Because of RentGrow's use of knowingly flawed third-party information and its failure to implement industry standard procedures to evaluate its data inputs and ADM systems for inaccuracies and errors, RentGrow's Service generates reports and recommendations that are fundamentally inaccurate.[25]

II. RentGrow provides biased data to District landlords.

33. Beyond the inaccurate tenant screening reports generated by RentGrow's Service, ADM systems like those used by RentGrow also perpetuate racial biases. For example, many of

[22] *See generally supra* note 9.
[23] *See* 15 U.S.C. §§ 1681e(b), 1681i, 1681s; D.C. Code § 28-3901(d).
[24] *See* 15 U.S.C. § 1681e(b).
[25] The First Circuit, considering a FCRA claim, found the evidence of reasonableness of RentGrow's procedures was at least a question of fact for a jury to determine. *See McIntyre v. RentGrow, Inc.*, 34 F.4th 87, 99 (1st Cir. 2022). Plaintiff does not concede that the First Circuit was correct in its finding about recklessness.

the sources of data that automated tenant screening systems rely on—family criminal records, poor rental payment histories, eviction records, and even address histories—reflect racially discriminatory trends in policing practices, discriminatory housing and eviction practices, and historical redlining practices, thereby perpetuating racial biases within seemingly objective tenant screening reports.[26]

34. RentGrow's Service is no exception. Per RentGrow's own admission, it compiles information that has been shown to reflect racial bias and provides that information to property owners and managers through tenant screening reports.[27]

35. Further, upon information and belief, RentGrow fails to remove, correct, or adequately update important data about applicants that is or has become biased, inaccurate, or outdated (*e.g.*, convictions data older than seven years or eviction filings that were subsequently dismissed).

36. Many types of data used by RentGrow, including names, criminal backgrounds, and housing records, have been linked to racially biased algorithmic outputs due to historical redlining practices and racial disparities in policing. For example, criminal background data reflects systemic biases in the justice system, as evidenced by Bureau of Justice Statistics data

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[26] *See* Lydia X.Z. Brown, *Tenant Screening Algorithms Enable Racial and Disability Discrimination at Scale, and Contribute to Broader Patterns of Injustice*, Ctr. for Democracy & Tech. (July 17, 2021), https://perma.cc/L4ST-6C8D; Brian J. McCabe & Eva Rosen, *Eviction in Washington D.C.: Racial and Geographic Disparities in Housing Instability* 7, 22 (2020), https://perma.cc/4DWW-VMDC; Safiya Noble, *Algorithms of Oppression: How Search Engines Reinforce Racism*, at 1 (2018) (ebook), https://safiyaunoble.com/wp-content/uploads/2020/09/Algorithms_Oppression_Introduction_Intro.pdf (describing the problem through the lens of "technological redlining").

[27] *See, e.g.*, *Grant v. RentGrow, Inc.*, *supra* note 18, at *2, 50-52.

showing that "the imprisonment rate of black males (1,446 per 100,000 black male U.S. residents) was 5.7 times that of white males (253 per 100,000 white male U.S. residents)" in 2019.[28]

37. Eviction filing data found in RentGrow's Service reports reflect longstanding and systemic discrimination. A Federal Reserve Bank of Atlanta study found that in Georgia, neighborhood racial composition—particularly the percentage of Black residents—significantly affects eviction filing rates, even after controlling for housing and landlord characteristics. If algorithms penalize applicants from high-eviction neighborhoods, they may perpetuate this pattern, essentially recreating redlining in digital form.[29]

38. Employment data found in RentGrow's Service reports reflect longstanding and systemic discrimination. Historical data about employment in the District of Columbia are likely heavily racially biased,[30] as the District consistently has a higher disparity than even the national average.[31] Historical data on denied unemployment claims are also likely to be racially biased.[32]

39. Finally, the Consumer Financial Protection Bureau ("CFPB") has noted that name clustering can result in disparate impacts for individuals from cultures that have higher incidences

[28] E. Ann Carson, Ph.D., *Prisoners in 2019*, U.S. Dep't of Justice (Oct. 2020), https://bjs.ojp.gov/content/pub/pdf/p19.pdf; *cf. Regarding Racial Disparities in the United States Criminal Justice System*, The Sentencing Project (Mar. 2018), http://arks.princeton.edu/ark:/88435/dsp01db78tg10c ("African Americans are more likely than white Americans to be arrested; once arrested, they are more likely to be convicted; and once convicted, and they are more likely to experience lengthy prison sentences. African-American adults are 5.9 times as likely to be incarcerated than whites and Hispanics are 3.1 times as likely.").

[29] Carl Romer et al., *The coming eviction crisis will hit Black communities the hardest*, Brookings (Aug. 2, 2021), https://www.brookings.edu/articles/the-coming-eviction-crisis-will-hit-black-communities-the-hardest/.

[30] Marta Lachowska et al., U.S. Dep't of Labor, *Gender, Race, and Denied Claims for Unemployment Insurance: The Role of the Employer* (2022), https://www.dol.gov/sites/dolgov/files/OASP/evaluation/pdf/DeniedUIClaims-20230215-508.pdf.

[31] Amanda Michelle Gomez, *D.C.'s Black-White Unemployment Gap is the Worst in the Nation*, DCist (Aug. 10, 2023), https://dcist.com/story/23/08/10/dc-black-white-unemployment-gap-ward-7-8/; Kyle K. Moore, *State Unemployment by Race and Ethnicity*, Econ. Pol'y Inst. (Aug. 2024), https://www.epi.org/indicators/state-unemployment-race-ethnicity/.

[32] Marta Lachowska et al., *supra* note 30.

of common names: "The risk of mismatching from name-only matching is likely to be greater for Hispanic, Asian, and Black individuals because there is less last-name diversity in those populations than among the non-Hispanic white population."[33]

40. Beyond the inherent racial bias found in unfiltered data produced by ADM systems like those in RentGrow's Service, the use of this information leads to additional discrimination against District consumers based on their "source of income."

41. For reference, the District prohibits housing discrimination on the basis of "source of income." *See* D.C. Code § 2–1402.21(a).

42. As discussed previously, per RentGrow's contract with the DCHA, RentGrow is the exclusive provider of tenant screening for the District's HCVP Program.[34]

43. District consumers fortunate enough to obtain a housing voucher and then attempt to use it to find a safe and affordable home are subjected to RentGrow's tenant screening Service, which uses ill-fitting factors targeting an applicant's ability to pay rent, such as existing debt and account balances, as reasons to reject an applicant even when all or part of an applicant's rent will be paid by the District via housing vouchers.

44. RentGrow's failure to remove data from its Service report that directly correlate with a consumer's eligibility for the HCVP results in discrimination based on their source of income.

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[33] Rohit Chopra, *Statement Regarding the Advisory Opinion to Curb False Identity Matching*, CFPB (Nov. 4, 2021), https://www.consumerfinance.gov/about-us/newsroom/statement-regarding-the-advisory-opinion-to-curb-false-identity-matching/.

[34] *See* DCHA RentGrow Contract, *supra* note 4.

III. RentGrow provides misleading and inaccurate information about its Service.

45. On its public website, RentGrow states that it "prepares tenant screening reports for property owners and managers who use the information to make ***informed*** decisions about rental applications."[35]

46. In contracting documents with the DCHA, however, RentGrow has affirmatively stated that it "does not guarantee the effectiveness of [tenant screening] selection policies or the accuracy of any . . . information delivered by way of [RentGrow's] Services or in a Tenant Screening Report."[36]

47. Without adequate processes in place to confirm the accuracy of information provided via its Service or processes to correct any inaccuracies or biases within its tenant screening reports, RentGrow cannot truthfully claim that its tenant screening reports enable property owners and managers to make informed decisions about rental applicants.

48. RentGrow warrants that it will provide its services in "a professional, good, workmanlike manner consistent with industry standards."[37] It also warrants that it will comply "with all laws directly applicable to RentGrow's performance of [its agreement with DCHA],"[38]

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[35] *Request*, RentGrow, https://www.rentgrow.com/request-now/ (last visited Oct. 1, 2024) (emphasis added).
[36] DCHA RentGrow Contract, *supra* note 4, at 2.
[37] Screening Services Activation Agreement between RentGrow and DCHA, at Section 7(a)(i) (July 26, 2016), https://epic.org/wp-content/uploads/2022/09/EPIC-21-03-25-DC-DCHA-FOIA-20210821-Production-RentGrow-Agreement26A.pdf.
[38] *Id.* at Section 7(a)(ii).

and admits, its Service must comply with the FCRA, 15 U.S.C. § 1681 *et seq.*,[39] which requires RentGrow to maintain certain accuracy and data correction procedures.[40]

49. RentGrow expressly certifies its compliance with all FCRA obligations in a standard contract schedule it incorporates into contracts, including contracts in the District.[41] The contract schedule, labeled "Schedule C: Required Supplemental Terms and Conditions," is hosted on its website and includes several required terms surrounding RentGrow's use and provision of data from TransUnion, Equifax, Experian, LexisNexis, and the Contemporary Information Corporation ("CIC").[42]

50. Despite its admission that it relies wholly on third-party data brokers to verify and correct screening data, in its contracts in D.C. and elsewhere, RentGrow has an express obligation to maintain a "defined audit program" to monitor access to and use of consumer data.[43]

51. On information and belief, RentGrow does not maintain or use a defined audit program.

52. RentGrow is relying on inaccurate information and insufficient auditing and correction practices to market and generate its automated tenant screening reports, thereby

[39] *See What are my rights under the Fair Credit Reporting Act ("FCRA")?*, RentGrow, https://www.rentgrow.com/learn-now/#1489618308563-a366a28d-0f7b (last visited Oct. 1, 2024). Plaintiff does not bring this action based on violation of the FCRA; instead, Plaintiff alleges that RentGrow's failure to implement reasonable auditing and correction procedures, as well as its misrepresentation of compliance with requirements ***with which one reasonably expect the service to comply***, are violations of D.C. Code § 28-3904. Additionally, Defendants assure FCRA compliance in bids it submits to other cities. *See, e.g.*, *ScreeningWorks Pro Proposal*, Yardi (Jan. 20, 2022), https://epic.org/wp-content/uploads/2024/08/EPIC-24-08-6-IL-CHA-FOIA-240806-Rentgrow-proposal.pdf.

[40] *See, e.g.*, 15 U.S.C. §§ 1681e(b), 1681i.

[41] DCHA RentGrow Contract, *supra* note 4, at 9; *see also Schedule C: Required Supplemental Terms and Conditions*, Yardi, https://resources.yardi.com/documents/us-screening-schedule-c/ (last visited Aug. 9, 2024).

[42] *See Schedule C: Required Supplemental Terms and Conditions, id.*

[43] DCHA RentGrow Contract, *supra* note 4, at 9; *see also Schedule C: Required Supplemental Terms and Conditions*, *supra* note 41, at 6.

misrepresenting its offerings with the end result of making inaccurate or biased tenancy determinations that profoundly affect the lives of D.C. residents who have no choice when the Service is used to judge them.

IV. RentGrow's Service causes enormous harm to D.C. Consumers.

53. Due to the chronically inaccurate and biased data within RentGrow's tenant screening reports and recommendations, tenancy decisions relying on RentGrow's Service are unfair to District consumers seeking housing. False or incomplete tenant screening reports can directly impact whether District residents receive housing and on what terms.

54. RentGrow claims to afford consumers an opportunity to review reports for "accuracy and completeness" and to offer an adequate mechanism for correcting inaccurate information when the aforementioned mistakes occur.

55. This mechanism is an online form on RentGrow's website.[44]

56. Despite this purported opportunity to participate in disputing information (of which many consumers are unaware, if they even know RentGrow is involved in the negative housing decisions affecting them), District consumers continue to be denied housing opportunities because of inaccuracies in RentGrow's reports.

57. RentGrow's dispute process, when utilized, takes up to 30 days,[45] meaning consumers waiting on limited housing opportunities are put in an immensely stressful situation, waiting for RentGrow to make corrections while potentially losing housing opportunities in the

[44] *Dispute*, RentGrow, https://www.rentgrow.com/dispute-now/ (last visited Oct. 1, 2024).
[45] *If I submit a dispute, how long will it take?*, RentGrow, https://www.rentgrow.com/learn-now/#1489617231578-b2caac70-bf27 (last visited Oct. 1, 2024).

meantime.[46] This issue has been compounded in recent years, where demand for housing has exceeded supply in many cities,[47] including Washington, D.C., where "inventory shortages keep home prices elevated."[48] Consumers are, therefore, at risk of losing out on housing opportunities due to inaccurate reports.

58. Upon information and belief, even if a consumer successfully disputes information in RentGrow's tenant screening reports, RentGrow does not vet third-party information collected after a dispute for any inaccuracies raised within the dispute. A consumer dispute submitted through RentGrow's website will not correct inaccuracies present within the third-party data sources that RentGrow uses. Therefore, any corrected inaccuracies in RentGrow's tenant screening reports may reemerge within future reports even after a successful consumer dispute.[49]

59. This cumbersome and untimely consumer dispute process places an undue burden on consumers—who have likely already experienced a denial while in need of immediate housing—to identify inaccuracies or omissions within RentGrow's insufficiently maintained consumer dossiers and await any corrections.

60. Further, District consumers—particularly HCVP participants—are very likely to be unable to rent a safe and affordable home until their inaccurate tenant screening report is corrected.

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[46] "The duration for apartment application processing can vary based on several factors, but most applications take between 1 and 3 business days on average." Nichole Stohler, *Navigating the Rental Application Approval Process*, Azibo (Oct. 6, 2023), https://www.azibo.com/blog/rental-application-approval-process.

[47] Apartment List Research Team, *Apartment List National Rent Report*, Apartment List (June 26, 2024), https://www.apartmentlist.com/research/national-rent-data.

[48] Josh Patoka et al., *Washington, D.C. Housing Market: What's Happening In 2023?*, Forbes (July 12, 2023), https://www.forbes.com/advisor/mortgages/real-estate/washington-dc-housing-market/.

[49] Credit bureaus and data brokers regularly collect, trade, or resell consumer data between themselves, meaning that inaccuracies tend to propagate across datasets; consumers need to regularly remove or correct information across these data sources to prevent inaccuracies from reemerging. *See* Yael Graeuer, *How to Delete Your Information from People-Search Sites*, Consumer Reps. (Sept. 14, 2021), https://www.consumerreports.org/electronics/personal-information/how-to-delete-your-information-from-people-search-sites-a6926856917/.

61. This negative impact is compounded by the fact that there is no easy way to correct inaccuracies before denials occur, which increases both the duration of the harm to D.C. consumers and the resources demanded of D.C. consumers to fix a problem created by RentGrow's offerings.

STATUTORY FRAMEWORK
The District's Consumer Protection Procedures Act

62. This action is brought under the CPPA, D.C. Code § 28-3901, *et seq*.

63. The CPPA makes it a violation for "any person" to, *inter alia*:

> Represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;
>
> Represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;
>
> Misrepresent as to a material fact which has a tendency to mislead;
>
> Fail to state a material fact if such failure tends to mislead;
>
> Use innuendo or ambiguity as to a material fact, which has a tendency to mislead;
>
> Advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered; or
> violate any provision of Chapter 46 of this title.

D.C. Code §§ 28-3904(a), (d), (e), (f), (f-1), (h), (z-1).

64. Regarding D.C. Code § 28-3904(z-1), Chapter 46 of the CPPA states, in part:

> A consumer credit service organization shall not:
>
> (3) Make any statement or counsel or advise a consumer to make any statement regarding the consumer's creditworthiness, credit standing, or credit capacity that the consumer credit service organization knows or reasonably should have known is false or misleading to the following:
>
> (A) A credit reporting agency;

(B) A person who has extended credit to a consumer; or

(C) A person to whom a consumer is applying for an extension of credit.

D.C. Code § 28-4603(3).

65. A violation of the CPPA may occur regardless of "whether or not any consumer is in fact misled, deceived or damaged thereby." *Id.* § 28-3904.

66. 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." *Id.* § 28-3901(c). The statute "shall be construed and applied liberally to promote its purpose." *Id.*

67. The purposes of the CPPA are to "assure that a just mechanism exists to remedy all improper trade practices and deter the continuing use of such practices" and to "promote, through effective enforcement, fair business practices throughout the community." *Id.* § 28-3901(b).

68. As a public interest organization, Plaintiff NACA may act on behalf of the general public and bring any action that an individual consumer would be entitled to bring:

> [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.

Id. § 28-3905(k)(1)(D)(i). Subparagraph (A) provides: "A consumer may bring an action seeking relief from the use of a trade practice in violation of a law of the District," and pursuant to § 28-3901(c), placing misinformation into the D.C. marketplace is a trade practice in violation of the

CPPA. Accordingly, Plaintiff has standing to challenge RentGrow's unfair trade practices in the District.

69. A public interest organization may act on behalf of the interests of consumers, *i.e.*, the general public of the District of Columbia, so long as the organization has "sufficient nexus to the interests involved of the consumer or class to adequately represent those interests." *Id.* § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see supra* ¶¶ 9-12, NACA is an organization dedicated to consumer advocacy. NACA, thus, has a sufficient nexus to D.C. consumers to adequately represent their interests.

70. In 2018, the CPPA was amended to change "unlawful trade practices" to "unfair or deceptive trade practices" and emphasized that the Federal Trade Commission's ("FTC" or "Commission") and federal courts' interpretations of these terms in the FTC Act should be given due consideration and weight. D.C. Code § 28-3901(d).

71. In 1980, the FTC issued a Policy Statement on Unfairness, defining an unfair trade practice as one resulting in a substantial injury to the consumer that is not outweighed by countervailing benefits to consumers or competition and that is not reasonably avoidable by the consumer.[50]

72. In 2000, a former Commissioner noted that unfairness may occur where there is not privity between parties, and often involves practices that prey upon particularly vulnerable

[50] Michael Pertschuk et al., *FTC Policy Statement on Unfairness*, Fed. Trade Comm'n (1980), https://www.ftc.gov/legal-library/browse/ftc-policy-statement-unfairness.

consumers, and that the flexibility and adaptability of unfairness make it suitable to keep pace with changes in technology.[51]

73. Since then, the FTC has said repeatedly that new technologies such as AI are not exempt from its rules and can constitute an unfair trade practice.[52]

74. In April 2020, the Commission noted that a business should make sure that its AI models are validated and revalidated to ensure that they work as intended, and do not illegally discriminate.[53]

75. In April 2021, the FTC noted that bias was an unfair outcome, and that selling or using biased algorithms could constitute an unfair or deceptive practice. This could include using a data set that is missing information from particular populations or using data that may yield unfair or inequitable results. This could also include exaggerating what an algorithm can do or whether it can deliver fair or unbiased results. In sum, if the AI model does more harm than good, its use is likely unfair.[54]

76. In April 2023, as part of a Joint Statement on Enforcement Efforts Against Discrimination and Bias in Automated Systems, the FTC referenced an earlier report outlining

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[51] Thomas B. Leary, Fed. Trade Comm'n, *Unfairness and the Internet* (2000), https://www.ftc.gov/news-events/news/speeches/unfairness-internet.

[52] *AI Companies: Uphold Your Privacy and Confidentiality Commitments*, FTC (Jan. 9, 2024), https://www.ftc.gov/policy/advocacy-research/tech-at-ftc/2024/01/ai-companies-uphold-your-privacy-confidentiality-commitments; *In Comment Submitted to U.S. Copyright Office, FTC Raises AI-related Competition and Consumer Protection Issues, Stressing That It Will Use Its Authority to Protect Competition and Consumers in AI Markets*, FTC (Nov. 7, 2023), https://www.ftc.gov/news-events/news/press-releases/2023/11/InCommentSubmittedtoUSCopyrightOfficeFTCRaisesAIrelatedCompetitionandConsumerProtectionIssuesStressingThatItWillUseItsAuthoritytoProtectCompetitionandConsumersinAIMarkets; *FTC Chair Khan and Officials from DOJ, CFPB and EEOC Release Joint Statement on AI*, FTC (Apr. 25, 2023), https://www.ftc.gov/news-events/news/press-releases/2023/04/ftc-chair-khan-officials-doj-cfpb-eeoc-release-joint-statement-ai.

[53] Andrew Smith, *Using Artificial Intelligence and Algorithms*, FTC (Apr. 8, 2020), https://www.ftc.gov/business-guidance/blog/2020/04/using-artificial-intelligence-algorithms.

[54] Elisa Jillson, *Aiming for truth, fairness, and equity in your company's use of AI*, FTC (Apr. 19, 2021), https://www.ftc.gov/business-guidance/blog/2021/04/aiming-truth-fairness-equity-your-companys-use-ai.

inaccuracy, bias, discrimination, and reliance on increasingly invasive forms of commercial surveillance in AI tools as potential deceptive or unfair practices. The FTC also stated that it may be a violation of the FTC Act to make claims about AI that are not substantiated or deploy AI before taking steps to assess or mitigate risks.[55] It also notes that developers do not always account for the contexts in which private or public entities will use their automated systems.[56]

77. In December 2023, FTC Commissioner Bedoya noted in a statement regarding a recent decision, that the FTC has a "baseline for what a comprehensive algorithmic fairness program should look like." Bedoya stated, "Section 5 of the FTC Act requires companies using technology to automate important decisions about people's lives . . . to take reasonable measures to identify and prevent foreseeable harms."[57] He noted that it "hurts people invisibly and at scale . . .. Algorithmic unfairness hurts people who are already hurting"—*i.e.*, those hurt by patterns of discrimination.[58]

78. Earlier this year, the FTC brought an enforcement action against the Rite Aid drugstore chain for its use of an algorithm known to discriminate based on protected characteristics, such as race and gender.[59]

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[55] Lina M. Khan, *Joint Statement on Enforcement Efforts Against Discrimination and Bias in Automated Systems*, FTC (Apr. 25, 2023), at 2-3, https://www.ftc.gov/system/files/ftc_gov/pdf/EEOC-CRT-FTC-CFPB-AI-Joint-Statement%28final%29.pdf.

[56] *Id.* at 3.

[57] Alvaro Bedoya, *Statement of Commissioner Alvaro M. Bedoya on FTC v. Rite Aid Corporation*, FTC, at 4 (Dec. 19, 2023), https://www.ftc.gov/system/files/ftc_gov/pdf/2023190_commissioner_bedoya_riteaid_statement.pdf.

[58] *Id.* at 5.

[59] *FTC v. Rite Aid Corp.*, FTC (2024), https://www.ftc.gov/legal-library/browse/cases-proceedings/2023190-rite-aid-corporation-ftc-v.

79. Discriminatory conduct that may violate The D.C. Human Rights Act, D.C. Code §§ 2-1401.01 – 2-1431.08 (the "DC HRA") is indicative of unfair practices that violate the DC CPPA.

80. The District's Office of the Attorney General has brought multiple cases alleging that discriminatory conduct violates the DC CPPA, some of which also include violations of the DC HRA.[60]

81. The Superior Court has found that discriminatory consumer practices can violate the CPPA as a matter of law.[61]

82. This is not a class action, or an action brought on behalf of any specific consumer, but an action brought by NACA on behalf of the general public, *i.e.*, D.C. consumers generally, to put an end to ongoing conduct in violation of the CPPA. No class certification will be requested.

83. This action does not seek damages. Instead, NACA seeks to end the unlawful conduct directed at D.C. consumers, *i.e.*, RentGrow's use of the Service to provide information that may be inaccurate, to the unfair detriment of District consumers seeking housing.

84. Remedies available under the CPPA include "[a]n injunction against the use of the unlawful trade practice." *Id.* § 28-3905(k)(2)(D)–(F).

85. NACA also seeks declaratory relief in the form of an order holding RentGrow's conduct to be unlawful in violation of the CPPA, and its attorneys' fees and costs incurred in bringing this action.

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[60] *See, e.g.*, *District of Columbia v. Daro Realty, LLC*, No. 2020 CA 001015 B (D.C. Super. Ct.) (Williams, J.); *District of Columbia v. Curtis Investment Grp, Inc.* No. 2019 CA 004144 B (D.C. Super. Ct.) (Williams, J.); *District of Columbia v. Evolve, LLC*, No. 2018 CA 008262 B (D.C. Super. Ct.) (Pasichow, J.); *District of Columbia v. UDR, Inc.*, No. 2024-CAB-000635 (D.C. Super. Ct.) (Ross, J.).

[61] *See District of Columbia v. Evolve, LLC, supra.*

CAUSE OF ACTION

Violation of the Consumer Protection Procedures Act, D.C. Code §§ 28-3901–13.

86. Plaintiff incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

87. The purpose of the CPPA is to "establish[] 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).

88. "It shall be a violation of this chapter for any person to engage in an unfair or deceptive trade practice, whether or not any consumer is in fact misled, deceived, or damaged." D.C. Code § 28-4904.

89. Plaintiff is a nonprofit, public interest organization that brings these claims on behalf of the general public of D.C. consumers. *See* D.C. Code § 28-3905(k)(1)(D).

90. Through § 28-3905(k)(1)(D), the CPPA explicitly allows for public interest standing and allows a public interest organization to stand in the shoes of consumers to seek relief from any violation of the CPPA.

91. Defendants are, collectively, a "person" and a "merchant" that provides "services" within the meaning of the CPPA. *See* D.C. Code § 28-3901(a)(1), (3), (7).

92. As alleged in this Complaint, Defendants commit unfair or deceptive trade practices affecting consumers within the District. RentGrow represents the Service as reliable for making critical housing decisions and suggests that consumers affected by inaccuracies have a reasonable accessible means to mount challenges to reports.

93. In truth, RentGrow knows that the Service is not reliable for making critical housing decisions, but instead prone to inaccuracies and biases. Despite notice of these issues, RentGrow has failed to implement sufficient testing, auditing, evaluation, or other quality control procedures to mitigate the risks of inaccuracies or biases within its Service—procedures that are standard under leading AI and ADM risk management standards and required under the FCRA.

94. In truth, RentGrow knows that, even if consumers know of inaccuracies in their ADM-generated tenant screening reports, those consumers—particularly HCVP participants—lack reasonably accessible means to mount challenges to those reports.

95. Thus, Defendants have violated the CPPA by "represent[ing] that goods . . . have a source . . . [or] characteristics . . . that they do not have"; "represent[ing] that goods . . . are of a particular standard, quality, grade, style, or model, if in fact they are of another"; "misrepresent[ing] as to a material fact which has a tendency to mislead"; "fail[ing] to state a material fact if such failure tends to mislead"; "us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead"; "advertis[ing] . . . goods . . . without the intent to sell them as advertised;" "violat[ing] any provision of Chapter 46 of [the CPPA];" and/or otherwise "engag[ing] in an unfair or deceptive trade practice." D.C. Code § 28-3904(a), (d), (e), (f), (f-1), (h), (z-1).

96. The FTC has noted specifically that the use of AI and ADM systems which discriminate based on protected classes—whether via inputs or outcomes—is prohibited under its own unfair or deceptive acts or practices authority, the FTC Act, even if the AI or ADM system at issue does not explicitly use protected characteristics in its decision-making processes.

97. The FTC recommends rigorous testing of algorithms to prevent these disparate impacts.

98. The DC HRA prohibits discrimination on the basis of actual or perceived protected characteristics that results in limiting or refusing to provide any program, service or benefit. Discriminatory consumer practices constitute violations of the DC CPPA.

99. The generally high error rate of the data incorporated into RentGrow's ADM systems, combined with the biased nature of the error rates from those data sources, raises significant concerns about discriminatory outcomes. These not only harm individual consumers but also risk perpetuating systemic inequalities in access to government and other services.

100. The discriminatory inputs and outcomes of RentGrow's Service constitute a violation of the DC CPPA.

101. The adverse impact RentGrow's inaccuracies has on groups protected under the DC HRA constitute an "unfair" practice.

102. RentGrow's representations about respecting consumer's FCRA rights despite engaging in conduct the FTC has said violated FCRA constitute a "deceptive" practice.

JURY TRIAL DEMAND

103. NACA hereby demands a trial by jury.

PRAYER FOR RELIEF

Wherefore, Plaintiff NACA prays for judgment against Defendants and requests the following relief:

A. A declaration that Defendants' conduct is in violation of the CPPA;

B. An order enjoining Defendants' conduct found to be in violation of the CPPA; and

C. An order granting NACA's costs and disbursements, including reasonable attorneys' fees and expert fees, and prejudgment interest at the maximum rate allowable by law.

DATED: October 1, 2024

RICHMAN LAW & POLICY

Kim E. Richman (D.C. Bar No. 1022978)
1 Bridge Street, Suite 83
Irvington, NY 10533
T: (914) 693-2018
krichman@richmanlawpolicy.com

ELECTRONIC PRIVACY INFORMATION CENTER

John Davisson (D.C. Bar No. 1531914)
1519 New Hampshire Avenue NW
Washington, DC 20036
T: (202) 483-1140
davisson@epic.org

EXHIBIT B

Civil Actions

Case Summary

Case No. 2024-CAB-006253

National Association of Consumer Advocates v. Rentgrow, Inc. et al.	§ § §	Location: **Civil Actions** Judicial Officer: **Matini, Shana Frost** Filed on: **10/01/2024**

Case Information

Case Type: Statutory Claim
Subtype: Consumer Protection Act
Case Status: **10/01/2024 Open**

Assignment Information

Current Case Assignment

Case Number	2024-CAB-006253
Court	Civil Actions
Date Assigned	10/01/2024
Judicial Officer	Matini, Shana Frost

Party Information

		Lead Attorneys
Plaintiff	**National Association of Consumer Advocates** 1217 17th ST Northwest FL 5th Washington , DC 20036	**Richman, Kim E** ***Retained*** 917-204-6237(F) 914-693-2018(W) Richman Law Group 8 West 12th Street NEW YORK, NY 10027 information@richmanlawpolicy.com
Defendant	**Rentgrow, Inc.** 400 Fifth AVE STE 120 Waltham , MA 02451	
	Yardi Systems, Inc. 430 South Fairview AVE Santa Barbara , CA 93117	

Events and Orders of the Court

10/01/2024 Complaint Filed
Docketed on: 10/02/2024
Filed by: Plaintiff National Association of Consumer Advocates

10/02/2024 Initial Order [Remote] (Judicial Officer: Matini, Shana Frost)

10/02/2024 Notice

10/24/2024 Affidavit/Declaration of Service of Summons and Complaint
Docketed On: 10/24/2024
Filed By: Plaintiff National Association of Consumer Advocates

Case Summary

Case No. 2024-CAB-006253

Served On: Defendant Rentgrow, Inc.

10/31/2024	Affidavit/Declaration of Service of Summons and Complaint *served Yardi Systems, Inc.* Docketed On: 11/01/2024 Filed By: Plaintiff National Association of Consumer Advocates Served On: Defendant Yardi Systems, Inc.
01/10/2025	**Remote Initial Scheduling Conference** (9:30 AM) (Judicial Officer: Matini, Shana Frost)

Financial Information

Plaintiff National Association of Consumer Advocates

Total Financial Assessment	120.00
Total Payments and Credits	120.00
Balance Due as of 11/13/2024	**0.00**

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

Case Number: 2024-CAB-006253

Case Style: National Association of Consumer Advocates v. Rentgrow, Inc. et al.

INITIAL ORDER

Initial Hearing Date:	Initial Hearing Time:	Courtroom Location:
Friday, 01/10/2025	9:30 AM	Remote Courtroom 517
Please see attached instructions for remote participation.		
Your case is assigned to Associate Judge Shana Frost Matini.		

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-I, 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 Milton C. Lee, Jr.

To Join by Computer, Tablet, or Smartphone:

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

   Link: dccourts.webex.com/meet/ctb517

   Meeting ID: 129 911 6415

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.
4) To change your method of hearing participation, visit www.dccourts.gov/hearing-information for instructions and forms.

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.

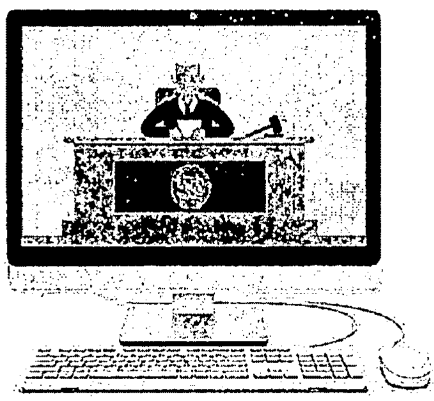
There are six remote access sites throughout the community which will operate: **Monday – Friday, 8:30 am – 4:00 pm.**

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

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.

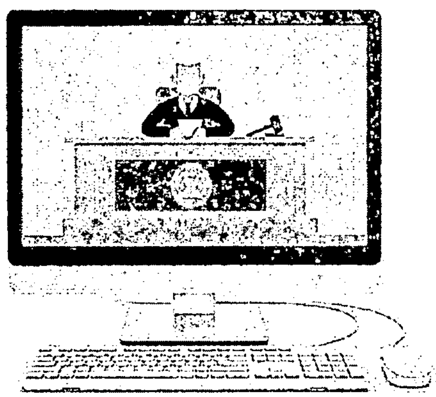
En toda la comunidad hay seis sitios de acceso remoto que funcionarán de **lunes a viernes, de 8:30 am a 4:00 pm**.

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

AFFIDAVIT OF SERVICE

Superior Court of the District of Columbia
CIVIL DIVISION

National Association of Consumer Advocates,

Plaintiff,

CASE NO.: 2024-CAB-006253

RentGrow, Inc,

Defendants.

STATE OF DELAWARE }
}ss.
COUNTY OF NEW CASTLE }

I, William Besco, of Parcels Inc., the State of Delaware, County of New Castle, being duly sworn, say that on the 24th day of October, 2024 at 12:15 p.m., I personally served a copy of a Summons, Complaint, Request for Admissions, Request for Production, and Interrogatories on **RentGrow, Inc.,** by serving the registered agent, Corporation Service Company, 251 Little Falls Drive Wilmington, DE 19808.

Name of individual accepting service: Lynanne Gares, Litigation Management Services Leader.
Description of individual: Caucasian female, 35-40 yrs. old, 150 lbs., 5'5" with brown hair.

William Besco

Subscribed and sworn before me
This 24th day of October, 2024

Notary Public
My commission expires: ____

ZAHID HOSSAIN NAWAZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires August 25, 2026

eFiled
10/31/2024 1:43:27 P
Superior Court
of the District of Columbia

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Kim E. Richman | SBN: 1022978
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ATTORNEY FOR *(Name)*: Plaintiff: NATIONAL ASSOCIATION OF CONSUMER ADVOCATES

FOR COURT USE ONLY

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
STREET ADDRESS: 500 INDIANA AVENUE, N.W., STE 5000
MAILING ADDRESS:
CITY AND ZIP CODE: WASHINGTON, DC 20001
BRANCH NAME: CIVIL DIVISION

Hearing Date: Room:
Hearing Time: Dept:

PLAINTIFF: NATIONAL ASSOCIATION OF CONSUMER ADVOCATES
DEFENDANT: YARDI SYSTEMS, INC.

CASE NUMBER: **2024-CAB-006253**

PROOF OF SERVICE

Ref. No. or File No.: 6988693

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION
I SERVED COPIES OF THE FOLLOWING DOCUMENTS:

SUMMONS; INITIAL ORDER; PLAINTIFF' FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT YARDI SYSTEMS, INC.; PLAINTIFF'S REQUESTS FOR PRODUCTION OF DOCUMENTSTO DEFENDANT YARDI SYSTEMS, INC.; PLAINTIFF'S FIRST SET OF INTERROGATORIESTO DEFENDANT YARDI SYSTEMS, INC.; COMPLAINT;

PARTY SERVED: **YARDI SYSTEMS, INC.**

PERSON SERVED: **CHRYSTAL COLLINS - INTAKE CLERK - AUTHORIZED TO ACCEPT SERVICE - CSC - LAWYERS INCORPORATING SERVICE - AUTHORIZED AGENT FOR SERVICE OF PROCESS**

DATE & TIME OF DELIVERY: **10/29/2024**
12:49 PM

ADDRESS, CITY, AND STATE: **2710 Gateway Oaks Dr Ste 150N**
Sacramento, CA 95833

PHYSICAL DESCRIPTION: **Age: 35** **Weight: 165** **Hair: BLACK**
Sex: Female **Height: 5'6** **Race: HISPANIC**

MANNER OF SERVICE:
Personal Service - By personally delivering copies.

Fee for Service:
County: PLACER
Registration No.: 03-007
County: PLACER
VERITEXT
633 EAST COLONIAL DRIVE
ORLANDO, FL 32803
(800) 275-7991
Ref: 6988693

I declare under penalty of perjury under the laws of the The State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on October 30, 2024.

Signature: ______________________
ROBERT J. MASON

PROOF OF SERVICE

Order#: 235053/General

CIVIL COVER SHEET

JS-44 (Rev. 11/2020 DC)

I. (a) PLAINTIFFS	DEFENDANTS
NATIONAL ASSOCIATION OF CONSUMER ADVOCATES	RENTGROW, INC.; YARDI SYSTEMS, INC.
(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF 11001 (EXCEPT IN U.S. PLAINTIFF CASES)	COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT 88888 (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)	ATTORNEYS (IF KNOWN)
Kim E. Richman (D.C. Bar No. 1022978) RICHMAN LAW & POLICY 1 Bridge Street, Suite 83, Irvington, NY 10533 T: (914) 693-2018	Andrew Soukup (D.C. Bar No. 995101) COVINGTON & BURLING LLP 850 Tenth Street, NW, Washington, DC 20001 Email: asoukup@cov.com

II. BASIS OF JURISDICTION
(PLACE AN x IN ONE BOX ONLY)

- ○ 1 U.S. Government Plaintiff
- ⦿ 3 Federal Question (U.S. Government Not a Party)
- ○ 2 U.S. Government Defendant
- ○ 4 Diversity (Indicate Citizenship of Parties in item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
(PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) FOR DIVERSITY CASES ONLY!

	PTF	DFT		PTF	DFT
Citizen of this State	○ 1	○ 1	Incorporated or Principal Place of Business in This State	○ 4	○ 4
Citizen of Another State	○ 2	○ 2	Incorporated and Principal Place of Business in Another State	○ 5	○ 5
Citizen or Subject of a Foreign Country	○ 3	○ 3	Foreign Nation	○ 6	○ 6

IV. CASE ASSIGNMENT AND NATURE OF SUIT
(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

○ A. *Antitrust*

- ☐ 410 Antitrust

○ B. *Personal Injury/ Malpractice*

- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Medical Malpractice
- ☐ 365 Product Liability
- ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Product Liability

○ C. *Administrative Agency Review*

- ☐ 151 Medicare Act

Social Security
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

Other Statutes
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 890 Other Statutory Actions (If Administrative Agency is Involved)

○ D. *Temporary Restraining Order/Preliminary Injunction*

Any nature of suit from any category may be selected for this category of case assignment.

(If Antitrust, then A governs)

⦿ E. *General Civil (Other)* OR **○ F. *Pro Se General Civil***

Real Property
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent, Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

Personal Property
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

Bankruptcy
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

Prisoner Petitions
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Conditions
- ☐ 560 Civil Detainee – Conditions of Confinement

Property Rights
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent – Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016 (DTSA)

Federal Tax Suits
- ☐ 870 Taxes (US plaintiff or defendant)
- ☐ 871 IRS-Third Party 26 USC 7609

Forfeiture/Penalty
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

Other Statutes
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 430 Banks & Banking
- ☐ 450 Commerce/ICC Rates/etc
- ☐ 460 Deportation
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions
- ☐ 470 Racketeer Influenced & Corrupt Organization
- ☒ 480 Consumer Credit
- ☐ 485 Telephone Consumer Protection Act (TCPA)
- ☐ 490 Cable/Satellite TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes
- ☐ 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

○ G. *Habeas Corpus/ 2255* ☐ 530 Habeas Corpus – General ☐ 510 Motion/Vacate Sentence ☐ 463 Habeas Corpus – Alien Detainee	○ H. *Employment Discrimination* ☐ 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) *(If pro se, select this deck)*	○ I. *FOIA/Privacy Act* ☐ 895 Freedom of Information Act ☐ 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)*	○ J. *Student Loan* ☐ 152 Recovery of Defaulted Student Loan (excluding veterans)
○ K. *Labor/ERISA (non-employment)* ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Mgmt. Relations ☐ 740 Labor Railway Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Empl. Ret. Inc. Security Act	○ L. *Other Civil Rights (non-employment)* ☐ 441 Voting (if not Voting Rights Act) ☐ 443 Housing/Accommodations ☐ 440 Other Civil Rights ☐ 445 Americans w/Disabilities – Employment ☐ 446 Americans w/Disabilities – Other ☐ 448 Education	○ M. *Contract* ☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholder's Suits ☐ 190 Other Contracts ☐ 195 Contract Product Liability ☐ 196 Franchise	○ N. *Three-Judge Court* ☐ 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN

○ 1 Original Proceeding ⦿ 2 Removed from State Court ○ 3 Remanded from Appellate Court ○ 4 Reinstated or Reopened ○ 5 Transferred from another district (specify) ○ 6 Multi-district Litigation ○ 7 Appeal to District Judge from Mag. Judge ○ 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

28 U.S.C. §§ 1331, 1441; 15 U.S.C. § 1681

VII. REQUESTED IN COMPLAINT ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND $** **JURY DEMAND:** Check YES only if demanded in complaint YES ☒ NO ☐

VIII. RELATED CASE(S) IF ANY (See instruction) YES ☐ NO ☒ If yes, please complete related case form

DATE: 11/14/2024 SIGNATURE OF ATTORNEY OF RECORD /s/ Andrew Soukup

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.

III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.

IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.

VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, 1215 17th Street NW, 5th Floor, Washington, DC 20036, Plaintiff, v. RENTGROW, INC., 400 Fifth Avenue, Suite 120, Waltham, MA 02451, and YARDI SYSTEMS, INC., 430 South Fairview Avenue, Santa Barbara, CA 93117, Defendants.	2024-CAB-006253 **COMPLAINT** DEMAND FOR JURY TRIAL

INTRODUCTION

1. RentGrow, Inc., a wholly owned subsidiary of Yardi Systems, Inc. (collectively, "RentGrow" or "Defendants") provides tenant screening services (the "Service") to landlords, property managers, and other housing providers throughout the District of Columbia. Potential tenants throughout the District are often dependent on the reports generated by RentGrow's Service before they are allowed to lease an apartment. In particular, since 2018, RentGrow has contracted with the D.C. Housing Authority ("DCHA") to provide its Service to landlords participating in the District's Housing Choice Voucher Program ("HCVP"). The HCVP "helps low- and moderate-income residents find and afford housing by providing vouchers to allow participants to pay rent in privately owned properties around the city."[1] Thus, a potential tenant's eligibility for housing under the HCVP is often dependent on data that RentGrow provides in its

[1] *Government of the District of Columbia,* Housing DC Resident Resources, https://housing.dc.gov/page/housing-dc-resident-resources (last visited Oct. 1, 2024).

reports, and RentGrow's Service is critical for individuals who need affordable housing in the District.

2. In reality, RentGrow's Service generates reports based improperly on inaccurate and/or biased information, which negatively impacts individuals in the District who need a RentGrow report to obtain housing. Examples of this information include unvetted public records of court proceedings, which may involve individuals unrelated to the prospective tenant; unvetted criminal and eviction records that reflect racially biased policing and historical redlining practices;[2] and other negative items that, while accurate, are more than seven years old and should have been removed from such reports under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C.S. § 1681 *et seq.*[3] Additionally, RentGrow has failed to implement standard artificial intelligence ("AI") risk management practices to mitigate known risks of errors and biases in its Service, yet it continues to market its Service and related appeals process as effective means for evaluating rental applicants under FCRA and "all other applicable laws and regulations."[4]

3. Consumers are protected from the dissemination of inaccurate information in credit reports and the failure of credit reporting agencies to maintain accurate records by the FCRA. The District of Columbia Consumer Protection Procedures Act ("CPPA") incorporates these consumer

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[2] Redlining is "a discriminatory practice that consists of the systematic denial of services such as mortgages, insurance loans, and other financial services to residents of certain areas, based on their race or ethnicity," and is a major factor of "race-based housing patterns" which the Fair Housing Act sought to end. *Redlining*, Cornell Law School, Legal Information Inst., https://www.law.cornell.edu/wex/redlining (last visited Oct. 1, 2024).

[3] *See Learn*, RentGrow, https://www.rentgrow.com/learn-now/#1489618308563-a366a28d-0f7b (last visited Oct. 1, 2024).

[4] Contract between D.C. Housing Authority and RentGrow, Inc. (2018), https://perma.cc/QDD7-QHXM [hereafter "DCHA RentGrow Contract"]; *see also Assisted Housing: National and Local-Picture of Subsidized Househoлds*, U.S. Dep't of Hous. & Urb. Dev. (2020), https://www.huduser.gov/portal/datasets/assthsg.html (showing that over 90% of D.C. Housing Choice Vouchers are used by Black residents).

protections[5] and provides for their enforcement by a nonprofit organization when consumers in the District have been wronged, as here.

4. Plaintiff National Association of Consumer Advocates, Inc. ("NACA" or "Plaintiff") is a nonprofit advocacy organization committed to representing consumers' interests. NACA brings this suit to enforce the CPPA in light of RentGrow's failure to follow the law and the resulting harm that has affected and still affects District of Columbia consumers.

JURISDICTION AND VENUE

5. By filing this lawsuit, Plaintiff NACA consents to this Court's personal jurisdiction over the organization.

6. This Court has personal jurisdiction over Defendants because Defendants have purposefully directed their conduct to the District, including their relationship with DCHA, and have availed themselves to the benefits and protections of District of Columbia law.

7. Defendants' trade practices occur within the District. The Service is used in the District by D.C. housing providers, and D.C. consumers depend on Defendants' reports to obtain housing.

8. This Court has subject matter jurisdiction over this action under the CPPA, D.C. Code § 28-3901, *et seq*.

[5] *See* D.C. Code § 28-3901(d) (incorporating Federal Trade Commission interpretations of "unfair or deceptive trade practice"); 15 U.S.C. § 1681s (explicitly identifying FCRA violations as unfair or deceptive trade practices under the Federal Trade Commission Act, 15 U.S.C. § 41 *et seq.*).

PARTIES

9. 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.

10. NACA is a national nonprofit association of attorneys, law professors, law students, 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.

11. 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 consumer rights in the improper use and dissemination of inaccurate consumer reports.

12. NACA brings this suit to enforce the CPPA in light of RentGrow's failure to comply with the law and the resulting harm that has affected District of Columbia consumers. This is not a class action, and no class certification will be sought.

13. Defendant RentGrow, Inc. is incorporated in Delaware and headquartered in Massachusetts.

14. Defendant Yardi Systems, Inc. is incorporated and headquartered in California.

15. RentGrow, Inc. is "a wholly owned subsidiary of Yardi Systems, Inc."[6]

16. Defendants provide rental screening services throughout the United States, including in the District of Columbia.

17. Defendants' Service is utilized by the DCHA.

18. Defendants have a contract with the DCHA regarding the Service.

19. Through its unfair trade practices, Defendants have caused harm to the general public of the District of Columbia, including consumers who are subject to the Service.

FACT ALLEGATIONS

I. RentGrow's Service collects and provides inaccurate data to District landlords.

20. Throughout the last decade, the ubiquity of background screening reports has grown to the point that District consumers' ability—rightly or wrongly—to obtain a job, qualify for a mortgage, get credit or insurance, or find and be approved for an apartment to rent are completely dependent on the information collated and shared in these third-party created documents. Because of the outsized importance of these reports, local, state and national governments have passed consumer protection laws that govern their use and dissemination and require creators and purveyor of these reports to ensure their "maximum possible accuracy."[7]

21. In recent years, providers of these screening services have come to depend on AI and Automated Decision-Making ("ADM") systems to produce their reports. ADM systems refer to any "tool, software, system, process, function, program, method, model, and/or formula

[6] *Resident Screening Client Notification*, Yardi (July 19, 2017), https://www.yardi.com/news/resident-screening-client-notification/.

[7] *See* 15 U.S.C. § 1681e(b) (incorporated into CPPA via definition of "unfair or deceptive trade practice," *see* D.C. Code § 28-3901(d)).

designed with or using computation to automate, analyze, aid, augment, and/or replace government decisions, judgments, and/or policy implementation."[8]

22. Creators and users of AI and ADM systems have long known the accuracy and bias risks that improper data inputs can have on ADM system outputs, and several industry development and use standards have emerged to mitigate these risks.[9] These industry standards dictate that any merchant that uses ADM systems should take reasonable steps to ensure the accuracy of its input data, implement procedures sufficient to correct inaccuracies in outputs, and implement procedures sufficient to prevent perpetuating or exacerbating existing biases within outputs.

23. RentGrow is one of the largest providers of resident screening services in the District. Their Service is advertised to and used extensively by landlords and property managers and owners in the private rental marketplace,[10] and pursuant to an August 2018 contract with DCHA,[11] by landlords and property managers and owners evaluating low-income consumers' eligibility[12] for safe and affordable housing under the District's HCVP program.

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[8] Rashida Richardson, *Defining and Demystifying Automated Decision Systems*, 81 Md. L. Rev. 785, 795 (2022), https://digitalcommons.law.umaryland.edu/cgi/viewcontent.cgi?article=3930&context=mlr.

[9] *See generally* Shalanda D. Young, *Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence*, Exec. Office of the President Office of Mgmt. & Budget (Mar. 28, 2024), https://www.whitehouse.gov/wp-content/uploads/2024/03/M-24-10-Advancing-Governance-Innovation-and-Risk-Management-for-Agency-Use-of-Artificial-Intelligence.pdf; Exec. Order No. 14,110, 88 Fed. Reg. 75,191 (Nov. 1, 2023); *Artificial Intelligence Risk Management Framework (AI RMF 1.0)*, Nat'l Inst. of Standards & Tech. U.S. Dep't of Commerce (Jan. 2023), https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-1.pdf; *Blueprint for an AI Bill of Rights: Making Automated Systems Work for the American People*, White House Office of Sci. and Tech. Policy (Oct. 2022), https://www.whitehouse.gov/wp-content/uploads/2022/10/Blueprint-for-an-AI-Bill-of-Rights.pdf; *Recommendation of the Council on Artificial Intelligence*, OECD Legal Instruments (May 21, 2019), https://legalinstruments.oecd.org/en/instruments/OECD-LEGAL-0449.

[10] *Learn*, RentGrow, https://www.rentgrow.com/learn-now/ (last visited Oct. 1, 2024).

[11] *See* DCHA RentGrow Contract, *supra* note 4.

[12] Thomas McBrien et al., Elec. Privacy Info. Center ("EPIC"), *Screened & Scored in the District of Columbia* 27 (Nov. 2022), https://epic.org/wp-content/uploads/2022/11/EPIC-Screened-in-DC-Report.pdf.

24. In providing its Service, RentGrow compiles data from third parties rather than collecting it directly. For example, RentGrow purchases credit data from vendors such as Experian, Equifax, and TransUnion, and utilizes public records compiled by companies like LexisNexis.[13]

25. These companies' information is notoriously inaccurate having reported error rates in their consumer data of not less than 13 percent, affecting more than 10 million people.[14] The most common forms of these errors are conflating data from multiple unrelated people within one consumer profile;[15] duplicate data entries; and out-of-date credit, housing, and/or other data.[16]

26. An example of RentGrow's misplaced reliance and dependence on inaccurate and error filled third-party information is their admission, in prior litigation, that it mainly sources its information from TransUnion Background Data Solutions ("TUBDS").[17] A RentGrow "corporate representative" has testified that it relies completely "on TUBDS to uphold their obligations and believes TUBDS is reliable [and] [i]t does not know the identities of the third-party vendors that TUBDS uses to obtain information [or] TUBDS' reliability. [] Unless a consumer submits a dispute, RentGrow has no way to know whether something was potentially inaccurate."[18]

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[13] *See* DCHA RentGrow Contract, *supra* note 4, at 1.

[14] *See* Lisa L. Gill, *Credit Report Error Complaints Surge. Here's Why You Should Check Yours*, Consumer Reps. (Feb. 15, 2024), https://www.consumerreports.org/money/credit-scores-reports/credit-report-error-complaints-surge-check-your-report-a1194343465/.

[15] Errors of this type disproportionately impact minority communities due to common naming conventions. For example, 40 percent of Latinx people in the District are of Salvadoran descent, where "Juan" and "Hernandez" are two of the most common names. There are more than 100 people in the District alone with the name Juan Hernandez. *See* McBrien, *supra* note 12, at 8–9, 48; America Counts Staff, *Hispanic Surnames Rise in Popularity*, Census Bureau (Aug. 9, 2017), https://perma.cc/7MXW-Z5QR.

[16] Gill, *supra* note 14.

[17] *McIntyre v. RentGrow, Inc.*, No. 18-cv-12141, 2021 U.S. Dist. LEXIS 157939, at *3 (D. Mass. July 16, 2021).

[18] *Grant v. RentGrow, Inc.*, No. SA-21-CV-1172-JKP, 2023 U.S. Dist. LEXIS 158173, at *50-51 (W.D. Tex. Sep. 6, 2023)

27. This reliance is particularly troubling considering that TUBDS has "face[d] tens of millions of dollars in penalties for violating tenants' rights" "by reporting inaccurate and incomplete information on prospective tenants to [] landlords."[19] Further, the specific conduct that TUBDS was accused of—"using false, incomplete or unverified information to generate [a] proprietary 'risk score' metric"—has been criticized for having an adverse impact on communities of color.[20]

28. RentGrow does not adequately inquire about the quality or limitations of the datasets it receives from third parties. Nor does it adequately remedy any inaccuracies, omissions, and biases it identifies within those datasets. Nor does it adequately engage the landlords, property managers, and other clients to whom it offers its products and services about appropriate usage of its Service, or the tenant screening reports it produces. Nor does RentGrow adequately mitigate the impact of inaccuracies, errors, and biases within its Service made apparent through readily noticeable trends in actual usage by landlords. Nor does an actual human being usually review third-party vendor information gathered by RentGrow's algorithm for "any inconsistent or nonreportable information."[21]

29. In creating its Service, through the gathering and compiling of this third-party information as well as the automatic processing of such information into tenant screening reports and recommendations, RentGrow uses AI and ADM systems.

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[19] *TransUnion Faces Big Fine As Regulators Heed NCRC Call For Fairness In Tenant Screening*, Nat'l Community Reinvestment Coalition (Oct. 16, 2023), https://www.ncrc.org/transunion-faces-big-fine-as-regulators-heed-ncrc-call-for-fairness-in-tenant-screening/.

[20] *Id.*

[21] *Grant v. RentGrow, Inc.*, *supra* note 18 at *51–52. "[o]nly in 'rare instances' does a human actually review 'the record...for any inconsistent or nonreportable information.'"

30. Despite knowing the accuracy and bias risks that improper data inputs can have on ADM system outputs, RentGrow has failed to adequately validate the outputs of its Service or to test the Service for accuracy and bias risks—processes that could correct inaccuracies and biases in RentGrow's input data and generated tenant screening reports—and fails to adequately mitigate risk despite the profound impact its Service has on the lives of D.C.'s most vulnerable residents, in contravention of leading standards issued for the use and development of ADM systems like RentGrow's Service,[22] as well as procedural requirements under the FCRA as incorporated within the CPPA.[23]

31. In part because of this failure, RentGrow has not met its legal obligation under the FCRA to establish or "follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates."[24]

32. Because of RentGrow's use of knowingly flawed third-party information and its failure to implement industry standard procedures to evaluate its data inputs and ADM systems for inaccuracies and errors, RentGrow's Service generates reports and recommendations that are fundamentally inaccurate.[25]

II. RentGrow provides biased data to District landlords.

33. Beyond the inaccurate tenant screening reports generated by RentGrow's Service, ADM systems like those used by RentGrow also perpetuate racial biases. For example, many of

[22] *See generally supra* note 9.
[23] *See* 15 U.S.C. §§ 1681e(b), 1681i, 1681s; D.C. Code § 28-3901(d).
[24] *See* 15 U.S.C. § 1681e(b).
[25] The First Circuit, considering a FCRA claim, found the evidence of reasonableness of RentGrow's procedures was at least a question of fact for a jury to determine. *See McIntyre v. RentGrow, Inc.*, 34 F.4th 87, 99 (1st Cir. 2022). Plaintiff does not concede that the First Circuit was correct in its finding about recklessness.

the sources of data that automated tenant screening systems rely on—family criminal records, poor rental payment histories, eviction records, and even address histories—reflect racially discriminatory trends in policing practices, discriminatory housing and eviction practices, and historical redlining practices, thereby perpetuating racial biases within seemingly objective tenant screening reports.[26]

34. RentGrow's Service is no exception. Per RentGrow's own admission, it compiles information that has been shown to reflect racial bias and provides that information to property owners and managers through tenant screening reports.[27]

35. Further, upon information and belief, RentGrow fails to remove, correct, or adequately update important data about applicants that is or has become biased, inaccurate, or outdated (*e.g.*, convictions data older than seven years or eviction filings that were subsequently dismissed).

36. Many types of data used by RentGrow, including names, criminal backgrounds, and housing records, have been linked to racially biased algorithmic outputs due to historical redlining practices and racial disparities in policing. For example, criminal background data reflects systemic biases in the justice system, as evidenced by Bureau of Justice Statistics data

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[26] *See* Lydia X.Z. Brown, *Tenant Screening Algorithms Enable Racial and Disability Discrimination at Scale, and Contribute to Broader Patterns of Injustice*, Ctr. for Democracy & Tech. (July 17, 2021), https://perma.cc/L4ST-6C8D; Brian J. McCabe & Eva Rosen, *Eviction in Washington D.C.: Racial and Geographic Disparities in Housing Instability* 7, 22 (2020), https://perma.cc/4DWW-VMDC; Safiya Noble, *Algorithms of Oppression: How Search Engines Reinforce Racism*, at 1 (2018) (ebook), https://safiyaunoble.com/wp-content/uploads/2020/09/Algorithms_Oppression_Introduction_Intro.pdf (describing the problem through the lens of "technological redlining").

[27] *See, e.g.*, *Grant v. RentGrow, Inc.*, *supra* note 18, at *2, 50-52.

showing that "the imprisonment rate of black males (1,446 per 100,000 black male U.S. residents) was 5.7 times that of white males (253 per 100,000 white male U.S. residents)" in 2019.[28]

37. Eviction filing data found in RentGrow's Service reports reflect longstanding and systemic discrimination. A Federal Reserve Bank of Atlanta study found that in Georgia, neighborhood racial composition—particularly the percentage of Black residents—significantly affects eviction filing rates, even after controlling for housing and landlord characteristics. If algorithms penalize applicants from high-eviction neighborhoods, they may perpetuate this pattern, essentially recreating redlining in digital form.[29]

38. Employment data found in RentGrow's Service reports reflect longstanding and systemic discrimination. Historical data about employment in the District of Columbia are likely heavily racially biased,[30] as the District consistently has a higher disparity than even the national average.[31] Historical data on denied unemployment claims are also likely to be racially biased.[32]

39. Finally, the Consumer Financial Protection Bureau ("CFPB") has noted that name clustering can result in disparate impacts for individuals from cultures that have higher incidences

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[28] E. Ann Carson, Ph.D., *Prisoners in 2019*, U.S. Dep't of Justice (Oct. 2020), https://bjs.ojp.gov/content/pub/pdf/p19.pdf; *cf. Regarding Racial Disparities in the United States Criminal Justice System*, The Sentencing Project (Mar. 2018), http://arks.princeton.edu/ark:/88435/dsp01db78tg10c ("African Americans are more likely than white Americans to be arrested; once arrested, they are more likely to be convicted; and once convicted, and they are more likely to experience lengthy prison sentences. African-American adults are 5.9 times as likely to be incarcerated than whites and Hispanics are 3.1 times as likely.").

[29] Carl Romer et al., *The coming eviction crisis will hit Black communities the hardest*, Brookings (Aug. 2, 2021), https://www.brookings.edu/articles/the-coming-eviction-crisis-will-hit-black-communities-the-hardest/.

[30] Marta Lachowska et al., U.S. Dep't of Labor, *Gender, Race, and Denied Claims for Unemployment Insurance: The Role of the Employer* (2022), https://www.dol.gov/sites/dolgov/files/OASP/evaluation/pdf/DeniedUIClaims-20230215-508.pdf.

[31] Amanda Michelle Gomez, *D.C.'s Black-White Unemployment Gap is the Worst in the Nation*, DCist (Aug. 10, 2023), https://dcist.com/story/23/08/10/dc-black-white-unemployment-gap-ward-7-8/; Kyle K. Moore, *State Unemployment by Race and Ethnicity*, Econ. Pol'y Inst. (Aug. 2024), https://www.epi.org/indicators/state-unemployment-race-ethnicity/.

[32] Marta Lachowska et al., *supra* note 30.

of common names: "The risk of mismatching from name-only matching is likely to be greater for Hispanic, Asian, and Black individuals because there is less last-name diversity in those populations than among the non-Hispanic white population."[33]

40. Beyond the inherent racial bias found in unfiltered data produced by ADM systems like those in RentGrow's Service, the use of this information leads to additional discrimination against District consumers based on their "source of income."

41. For reference, the District prohibits housing discrimination on the basis of "source of income." *See* D.C. Code § 2–1402.21(a).

42. As discussed previously, per RentGrow's contract with the DCHA, RentGrow is the exclusive provider of tenant screening for the District's HCVP Program.[34]

43. District consumers fortunate enough to obtain a housing voucher and then attempt to use it to find a safe and affordable home are subjected to RentGrow's tenant screening Service, which uses ill-fitting factors targeting an applicant's ability to pay rent, such as existing debt and account balances, as reasons to reject an applicant even when all or part of an applicant's rent will be paid by the District via housing vouchers.

44. RentGrow's failure to remove data from its Service report that directly correlate with a consumer's eligibility for the HCVP results in discrimination based on their source of income.

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[33] Rohit Chopra, *Statement Regarding the Advisory Opinion to Curb False Identity Matching*, CFPB (Nov. 4, 2021), https://www.consumerfinance.gov/about-us/newsroom/statement-regarding-the-advisory-opinion-to-curb-false-identity-matching/.

[34] *See* DCHA RentGrow Contract, *supra* note 4.

III. RentGrow provides misleading and inaccurate information about its Service.

45. On its public website, RentGrow states that it "prepares tenant screening reports for property owners and managers who use the information to make ***informed*** decisions about rental applications."[35]

46. In contracting documents with the DCHA, however, RentGrow has affirmatively stated that it "does not guarantee the effectiveness of [tenant screening] selection policies or the accuracy of any . . . information delivered by way of [RentGrow's] Services or in a Tenant Screening Report."[36]

47. Without adequate processes in place to confirm the accuracy of information provided via its Service or processes to correct any inaccuracies or biases within its tenant screening reports, RentGrow cannot truthfully claim that its tenant screening reports enable property owners and managers to make informed decisions about rental applicants.

48. RentGrow warrants that it will provide its services in "a professional, good, workmanlike manner consistent with industry standards."[37] It also warrants that it will comply "with all laws directly applicable to RentGrow's performance of [its agreement with DCHA],"[38]

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[35] *Request*, RentGrow, https://www.rentgrow.com/request-now/ (last visited Oct. 1, 2024) (emphasis added).
[36] DCHA RentGrow Contract, *supra* note 4, at 2.
[37] Screening Services Activation Agreement between RentGrow and DCHA, at Section 7(a)(i) (July 26, 2016), https://epic.org/wp-content/uploads/2022/09/EPIC-21-03-25-DC-DCHA-FOIA-20210821-Production-RentGrow-Agreement26A.pdf.
[38] *Id.* at Section 7(a)(ii).

and admits, its Service must comply with the FCRA, 15 U.S.C. § 1681 *et seq.*,[39] which requires RentGrow to maintain certain accuracy and data correction procedures.[40]

49. RentGrow expressly certifies its compliance with all FCRA obligations in a standard contract schedule it incorporates into contracts, including contracts in the District.[41] The contract schedule, labeled "Schedule C: Required Supplemental Terms and Conditions," is hosted on its website and includes several required terms surrounding RentGrow's use and provision of data from TransUnion, Equifax, Experian, LexisNexis, and the Contemporary Information Corporation ("CIC").[42]

50. Despite its admission that it relies wholly on third-party data brokers to verify and correct screening data, in its contracts in D.C. and elsewhere, RentGrow has an express obligation to maintain a "defined audit program" to monitor access to and use of consumer data.[43]

51. On information and belief, RentGrow does not maintain or use a defined audit program.

52. RentGrow is relying on inaccurate information and insufficient auditing and correction practices to market and generate its automated tenant screening reports, thereby

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[39] *See What are my rights under the Fair Credit Reporting Act ("FCRA")?*, RentGrow, https://www.rentgrow.com/learn-now/#1489618308563-a366a28d-0f7b (last visited Oct. 1, 2024). Plaintiff does not bring this action based on violation of the FCRA; instead, Plaintiff alleges that RentGrow's failure to implement reasonable auditing and correction procedures, as well as its misrepresentation of compliance with requirements ***with which one reasonably expect the service to comply***, are violations of D.C. Code § 28-3904. Additionally, Defendants assure FCRA compliance in bids it submits to other cities. *See, e.g.*, *ScreeningWorks Pro Proposal*, Yardi (Jan. 20, 2022), https://epic.org/wp-content/uploads/2024/08/EPIC-24-08-6-IL-CHA-FOIA-240806-Rentgrow-proposal.pdf.

[40] *See, e.g.*, 15 U.S.C. §§ 1681e(b), 1681i.

[41] DCHA RentGrow Contract, *supra* note 4, at 9; *see also Schedule C: Required Supplemental Terms and Conditions*, Yardi, https://resources.yardi.com/documents/us-screening-schedule-c/ (last visited Aug. 9, 2024).

[42] *See Schedule C: Required Supplemental Terms and Conditions, id.*

[43] DCHA RentGrow Contract, *supra* note 4, at 9; *see also Schedule C: Required Supplemental Terms and Conditions*, *supra* note 41, at 6.

misrepresenting its offerings with the end result of making inaccurate or biased tenancy determinations that profoundly affect the lives of D.C. residents who have no choice when the Service is used to judge them.

IV. RentGrow's Service causes enormous harm to D.C. Consumers.

53. Due to the chronically inaccurate and biased data within RentGrow's tenant screening reports and recommendations, tenancy decisions relying on RentGrow's Service are unfair to District consumers seeking housing. False or incomplete tenant screening reports can directly impact whether District residents receive housing and on what terms.

54. RentGrow claims to afford consumers an opportunity to review reports for "accuracy and completeness" and to offer an adequate mechanism for correcting inaccurate information when the aforementioned mistakes occur.

55. This mechanism is an online form on RentGrow's website.[44]

56. Despite this purported opportunity to participate in disputing information (of which many consumers are unaware, if they even know RentGrow is involved in the negative housing decisions affecting them), District consumers continue to be denied housing opportunities because of inaccuracies in RentGrow's reports.

57. RentGrow's dispute process, when utilized, takes up to 30 days,[45] meaning consumers waiting on limited housing opportunities are put in an immensely stressful situation, waiting for RentGrow to make corrections while potentially losing housing opportunities in the

[44] *Dispute*, RentGrow, https://www.rentgrow.com/dispute-now/ (last visited Oct. 1, 2024).
[45] *If I submit a dispute, how long will it take?*, RentGrow, https://www.rentgrow.com/learn-now/#1489617231578-b2caac70-bf27 (last visited Oct. 1, 2024).

meantime.[46] This issue has been compounded in recent years, where demand for housing has exceeded supply in many cities,[47] including Washington, D.C., where "inventory shortages keep home prices elevated."[48] Consumers are, therefore, at risk of losing out on housing opportunities due to inaccurate reports.

58. Upon information and belief, even if a consumer successfully disputes information in RentGrow's tenant screening reports, RentGrow does not vet third-party information collected after a dispute for any inaccuracies raised within the dispute. A consumer dispute submitted through RentGrow's website will not correct inaccuracies present within the third-party data sources that RentGrow uses. Therefore, any corrected inaccuracies in RentGrow's tenant screening reports may reemerge within future reports even after a successful consumer dispute.[49]

59. This cumbersome and untimely consumer dispute process places an undue burden on consumers—who have likely already experienced a denial while in need of immediate housing—to identify inaccuracies or omissions within RentGrow's insufficiently maintained consumer dossiers and await any corrections.

60. Further, District consumers—particularly HCVP participants—are very likely to be unable to rent a safe and affordable home until their inaccurate tenant screening report is corrected.

[46] "The duration for apartment application processing can vary based on several factors, but most applications take between 1 and 3 business days on average." Nichole Stohler, *Navigating the Rental Application Approval Process*, Azibo (Oct. 6, 2023), https://www.azibo.com/blog/rental-application-approval-process.

[47] Apartment List Research Team, *Apartment List National Rent Report*, Apartment List (June 26, 2024), https://www.apartmentlist.com/research/national-rent-data.

[48] Josh Patoka et al., *Washington, D.C. Housing Market: What's Happening In 2023?*, Forbes (July 12, 2023), https://www.forbes.com/advisor/mortgages/real-estate/washington-dc-housing-market/.

[49] Credit bureaus and data brokers regularly collect, trade, or resell consumer data between themselves, meaning that inaccuracies tend to propagate across datasets; consumers need to regularly remove or correct information across these data sources to prevent inaccuracies from reemerging. *See* Yael Graeuer, *How to Delete Your Information from People-Search Sites*, Consumer Reps. (Sept. 14, 2021), https://www.consumerreports.org/electronics/personal-information/how-to-delete-your-information-from-people-search-sites-a6926856917/.

61. This negative impact is compounded by the fact that there is no easy way to correct inaccuracies before denials occur, which increases both the duration of the harm to D.C. consumers and the resources demanded of D.C. consumers to fix a problem created by RentGrow's offerings.

STATUTORY FRAMEWORK
The District's Consumer Protection Procedures Act

62. This action is brought under the CPPA, D.C. Code § 28-3901, *et seq.*

63. The CPPA makes it a violation for "any person" to, *inter alia*:

> Represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;
>
> Represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;
>
> Misrepresent as to a material fact which has a tendency to mislead;
>
> Fail to state a material fact if such failure tends to mislead;
>
> Use innuendo or ambiguity as to a material fact, which has a tendency to mislead;
>
> Advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered; or
> violate any provision of Chapter 46 of this title.

D.C. Code §§ 28-3904(a), (d), (e), (f), (f-1), (h), (z-1).

64. Regarding D.C. Code § 28-3904(z-1), Chapter 46 of the CPPA states, in part:

> A consumer credit service organization shall not:
>
> (3) Make any statement or counsel or advise a consumer to make any statement regarding the consumer's creditworthiness, credit standing, or credit capacity that the consumer credit service organization knows or reasonably should have known is false or misleading to the following:
>
> (A) A credit reporting agency;

(B) A person who has extended credit to a consumer; or

(C) A person to whom a consumer is applying for an extension of credit.

D.C. Code § 28-4603(3).

65. A violation of the CPPA may occur regardless of "whether or not any consumer is in fact misled, deceived or damaged thereby." *Id.* § 28-3904.

66. 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." *Id.* § 28-3901(c). The statute "shall be construed and applied liberally to promote its purpose." *Id.*

67. The purposes of the CPPA are to "assure that a just mechanism exists to remedy all improper trade practices and deter the continuing use of such practices" and to "promote, through effective enforcement, fair business practices throughout the community." *Id.* § 28-3901(b).

68. As a public interest organization, Plaintiff NACA may act on behalf of the general public and bring any action that an individual consumer would be entitled to bring:

> [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.

Id. § 28-3905(k)(1)(D)(i). Subparagraph (A) provides: "A consumer may bring an action seeking relief from the use of a trade practice in violation of a law of the District," and pursuant to § 28-3901(c), placing misinformation into the D.C. marketplace is a trade practice in violation of the

CPPA. Accordingly, Plaintiff has standing to challenge RentGrow's unfair trade practices in the District.

69. A public interest organization may act on behalf of the interests of consumers, *i.e.*, the general public of the District of Columbia, so long as the organization has "sufficient nexus to the interests involved of the consumer or class to adequately represent those interests." *Id.* § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see supra* ¶¶ 9-12, NACA is an organization dedicated to consumer advocacy. NACA, thus, has a sufficient nexus to D.C. consumers to adequately represent their interests.

70. In 2018, the CPPA was amended to change "unlawful trade practices" to "unfair or deceptive trade practices" and emphasized that the Federal Trade Commission's ("FTC" or "Commission") and federal courts' interpretations of these terms in the FTC Act should be given due consideration and weight. D.C. Code § 28-3901(d).

71. In 1980, the FTC issued a Policy Statement on Unfairness, defining an unfair trade practice as one resulting in a substantial injury to the consumer that is not outweighed by countervailing benefits to consumers or competition and that is not reasonably avoidable by the consumer.[50]

72. In 2000, a former Commissioner noted that unfairness may occur where there is not privity between parties, and often involves practices that prey upon particularly vulnerable

[50] Michael Pertschuk et al., *FTC Policy Statement on Unfairness*, Fed. Trade Comm'n (1980), https://www.ftc.gov/legal-library/browse/ftc-policy-statement-unfairness.

consumers, and that the flexibility and adaptability of unfairness make it suitable to keep pace with changes in technology.[51]

73. Since then, the FTC has said repeatedly that new technologies such as AI are not exempt from its rules and can constitute an unfair trade practice.[52]

74. In April 2020, the Commission noted that a business should make sure that its AI models are validated and revalidated to ensure that they work as intended, and do not illegally discriminate.[53]

75. In April 2021, the FTC noted that bias was an unfair outcome, and that selling or using biased algorithms could constitute an unfair or deceptive practice. This could include using a data set that is missing information from particular populations or using data that may yield unfair or inequitable results. This could also include exaggerating what an algorithm can do or whether it can deliver fair or unbiased results. In sum, if the AI model does more harm than good, its use is likely unfair.[54]

76. In April 2023, as part of a Joint Statement on Enforcement Efforts Against Discrimination and Bias in Automated Systems, the FTC referenced an earlier report outlining

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[51] Thomas B. Leary, Fed. Trade Comm'n, *Unfairness and the Internet* (2000), https://www.ftc.gov/news-events/news/speeches/unfairness-internet.

[52] *AI Companies: Uphold Your Privacy and Confidentiality Commitments*, FTC (Jan. 9, 2024), https://www.ftc.gov/policy/advocacy-research/tech-at-ftc/2024/01/ai-companies-uphold-your-privacy-confidentiality-commitments; *In Comment Submitted to U.S. Copyright Office, FTC Raises AI-related Competition and Consumer Protection Issues, Stressing That It Will Use Its Authority to Protect Competition and Consumers in AI Markets*, FTC (Nov. 7, 2023), https://www.ftc.gov/news-events/news/press-releases/2023/11/InCommentSubmittedtoUSCopyrightOfficeFTCRaisesAIrelatedCompetitionandConsumerProtectionIssuesStressingThatItWillUseItsAuthoritytoProtectCompetitionandConsumersinAIMarkets; *FTC Chair Khan and Officials from DOJ, CFPB and EEOC Release Joint Statement on AI*, FTC (Apr. 25, 2023), https://www.ftc.gov/news-events/news/press-releases/2023/04/ftc-chair-khan-officials-doj-cfpb-eeoc-release-joint-statement-ai.

[53] Andrew Smith, *Using Artificial Intelligence and Algorithms*, FTC (Apr. 8, 2020), https://www.ftc.gov/business-guidance/blog/2020/04/using-artificial-intelligence-algorithms.

[54] Elisa Jillson, *Aiming for truth, fairness, and equity in your company's use of AI*, FTC (Apr. 19, 2021), https://www.ftc.gov/business-guidance/blog/2021/04/aiming-truth-fairness-equity-your-companys-use-ai.

inaccuracy, bias, discrimination, and reliance on increasingly invasive forms of commercial surveillance in AI tools as potential deceptive or unfair practices. The FTC also stated that it may be a violation of the FTC Act to make claims about AI that are not substantiated or deploy AI before taking steps to assess or mitigate risks.[55] It also notes that developers do not always account for the contexts in which private or public entities will use their automated systems.[56]

77. In December 2023, FTC Commissioner Bedoya noted in a statement regarding a recent decision, that the FTC has a "baseline for what a comprehensive algorithmic fairness program should look like." Bedoya stated, "Section 5 of the FTC Act requires companies using technology to automate important decisions about people's lives . . . to take reasonable measures to identify and prevent foreseeable harms."[57] He noted that it "hurts people invisibly and at scale . . .. Algorithmic unfairness hurts people who are already hurting"—*i.e.*, those hurt by patterns of discrimination.[58]

78. Earlier this year, the FTC brought an enforcement action against the Rite Aid drugstore chain for its use of an algorithm known to discriminate based on protected characteristics, such as race and gender.[59]

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[55] Lina M. Khan, *Joint Statement on Enforcement Efforts Against Discrimination and Bias in Automated Systems*, FTC (Apr. 25, 2023), at 2-3, https://www.ftc.gov/system/files/ftc_gov/pdf/EEOC-CRT-FTC-CFPB-AI-Joint-Statement%28final%29.pdf.

[56] *Id.* at 3.

[57] Alvaro Bedoya, *Statement of Commissioner Alvaro M. Bedoya on FTC v. Rite Aid Corporation*, FTC, at 4 (Dec. 19, 2023), https://www.ftc.gov/system/files/ftc_gov/pdf/2023190_commissioner_bedoya_ritcaid_statement.pdf.

[58] *Id.* at 5.

[59] *FTC v. Rite Aid Corp.*, FTC (2024), https://www.ftc.gov/legal-library/browse/cases-proceedings/2023190-rite-aid-corporation-ftc-v.

79. Discriminatory conduct that may violate The D.C. Human Rights Act, D.C. Code §§ 2-1401.01 – 2-1431.08 (the "DC HRA") is indicative of unfair practices that violate the DC CPPA.

80. The District's Office of the Attorney General has brought multiple cases alleging that discriminatory conduct violates the DC CPPA, some of which also include violations of the DC HRA.[60]

81. The Superior Court has found that discriminatory consumer practices can violate the CPPA as a matter of law.[61]

82. This is not a class action, or an action brought on behalf of any specific consumer, but an action brought by NACA on behalf of the general public, *i.e.*, D.C. consumers generally, to put an end to ongoing conduct in violation of the CPPA. No class certification will be requested.

83. This action does not seek damages. Instead, NACA seeks to end the unlawful conduct directed at D.C. consumers, *i.e.*, RentGrow's use of the Service to provide information that may be inaccurate, to the unfair detriment of District consumers seeking housing.

84. Remedies available under the CPPA include "[a]n injunction against the use of the unlawful trade practice." *Id.* § 28-3905(k)(2)(D)–(F).

85. NACA also seeks declaratory relief in the form of an order holding RentGrow's conduct to be unlawful in violation of the CPPA, and its attorneys' fees and costs incurred in bringing this action.

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[60] *See, e.g.*, *District of Columbia v. Daro Realty, LLC*, No. 2020 CA 001015 B (D.C. Super. Ct.) (Williams, J.); *District of Columbia v. Curtis Investment Grp, Inc.* No. 2019 CA 004144 B (D.C. Super. Ct.) (Williams, J.); *District of Columbia v. Evolve, LLC*, No. 2018 CA 008262 B (D.C. Super. Ct.) (Pasichow, J.); *District of Columbia v. UDR, Inc.*, No. 2024-CAB-000635 (D.C. Super. Ct.) (Ross, J.).

[61] *See District of Columbia v. Evolve, LLC, supra.*

CAUSE OF ACTION

Violation of the Consumer Protection Procedures Act, D.C. Code §§ 28-3901–13.

86. Plaintiff incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

87. The purpose of the CPPA is to "establish[] 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).

88. "It shall be a violation of this chapter for any person to engage in an unfair or deceptive trade practice, whether or not any consumer is in fact misled, deceived, or damaged." D.C. Code § 28-4904.

89. Plaintiff is a nonprofit, public interest organization that brings these claims on behalf of the general public of D.C. consumers. *See* D.C. Code § 28-3905(k)(1)(D).

90. Through § 28-3905(k)(1)(D), the CPPA explicitly allows for public interest standing and allows a public interest organization to stand in the shoes of consumers to seek relief from any violation of the CPPA.

91. Defendants are, collectively, a "person" and a "merchant" that provides "services" within the meaning of the CPPA. *See* D.C. Code § 28-3901(a)(1), (3), (7).

92. As alleged in this Complaint, Defendants commit unfair or deceptive trade practices affecting consumers within the District. RentGrow represents the Service as reliable for making critical housing decisions and suggests that consumers affected by inaccuracies have a reasonable accessible means to mount challenges to reports.

93. In truth, RentGrow knows that the Service is not reliable for making critical housing decisions, but instead prone to inaccuracies and biases. Despite notice of these issues, RentGrow has failed to implement sufficient testing, auditing, evaluation, or other quality control procedures to mitigate the risks of inaccuracies or biases within its Service—procedures that are standard under leading AI and ADM risk management standards and required under the FCRA.

94. In truth, RentGrow knows that, even if consumers know of inaccuracies in their ADM-generated tenant screening reports, those consumers—particularly HCVP participants—lack reasonably accessible means to mount challenges to those reports.

95. Thus, Defendants have violated the CPPA by "represent[ing] that goods . . . have a source . . . [or] characteristics . . . that they do not have"; "represent[ing] that goods . . . are of a particular standard, quality, grade, style, or model, if in fact they are of another"; "misrepresent[ing] as to a material fact which has a tendency to mislead"; "fail[ing] to state a material fact if such failure tends to mislead"; "us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead"; "advertis[ing] . . . goods . . . without the intent to sell them as advertised;" "violat[ing] any provision of Chapter 46 of [the CPPA];" and/or otherwise "engag[ing] in an unfair or deceptive trade practice." D.C. Code § 28-3904(a), (d), (e), (f), (f-1), (h), (z-1).

96. The FTC has noted specifically that the use of AI and ADM systems which discriminate based on protected classes—whether via inputs or outcomes—is prohibited under its own unfair or deceptive acts or practices authority, the FTC Act, even if the AI or ADM system at issue does not explicitly use protected characteristics in its decision-making processes.

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

Plaintiff

vs.

Case Number 2024-CAB-006253

RentGrow, Inc.

Defendant

SUMMONS

To the above named Defendant:

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

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

Kim E. Richman
Name of Plaintiff's Attorney

Clerk of the Court

Richman Law & Policy
Address
1 Bridge Street, Suite 83 Irvington, NY 10533

By ______________________
Deputy Clerk

(914) 693-2018
Telephone

Date October 2, 2024

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bài dịch, hãy gọi (202) 879-4828
번역을 원하시면, (202) 879-4828로 전화주십시요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

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

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

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

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

______________________________ Demandante

contra

Número de Caso: ______________

______________________________ Demandado

CITATORIO

Al susodicho Demandado:

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

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

SECRETARIO DEL TRIBUNAL

____
Nombre del abogado del Demandante

Por: ______________________________
Subsecretario

____
Dirección

____

Fecha ______________________________

____
Teléfono

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[illegible] (202) 879-4828 [illegible] የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

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 pedirayuda al respecto.

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

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
Plaintiff

vs.

Case Number 2024-CAB-006253

Yardi Systems, Inc.
Defendant

SUMMONS

To the above named Defendant:

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

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

Kim E. Richman
Name of Plaintiff's Attorney

Richman Law & Policy
Address
1 Bridge Street, Suite 83 Irvington, NY 10533

(914) 693-2018
Telephone

Clerk of the Court

By ______________________
Deputy Clerk

Date October 2, 2024

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

contra

Número de Caso: ____________________

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Demandado

CITATORIO

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SECRETARIO DEL TRIBUNAL

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Nombre del abogado del Demandante

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Dirección

Por: ________________________________
Subsecretario

____

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Teléfono

Fecha ________________________________

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

Case Number: 2024-CAB-006253

Case Style: National Association of Consumer Advocates v. Rentgrow, Inc. et al.

INITIAL ORDER

Initial Hearing Date:	Initial Hearing Time:	Courtroom Location:
Friday, 01/10/2025	9:30 AM	Remote Courtroom 517
Please see attached instructions for remote participation.		
Your case is assigned to Associate Judge Shana Frost Matini.		

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-I, 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 Milton C. Lee, Jr.

To Join by Computer, Tablet, or Smartphone:

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

   Link: dccourts.webex.com/meet/ctb517

   Meeting ID: 129 911 6415

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.
4) To change your method of hearing participation, visit www.dccourts.gov/hearing-information for instructions and forms.

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፡

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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
<u>(Click here for more information)</u>

- 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.

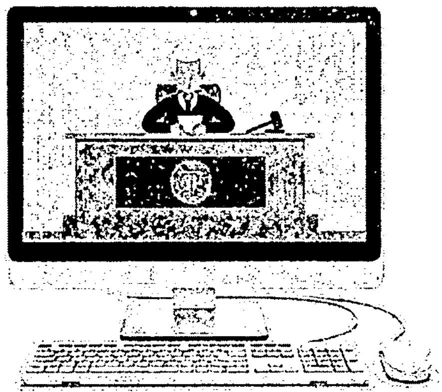
En toda la comunidad hay seis sitios de acceso remoto que funcionarán de **lunes a viernes, de 8:30 am a 4:00 pm**.

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

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10/24/2024 3:41:54 P
Superior Court
of the District of Columbia

AFFIDAVIT OF SERVICE

Superior Court of the District of Columbia
CIVIL DIVISION

National Association of Consumer Advocates,

Plaintiff,

CASE NO.: 2024-CAB-006253

RentGrow, Inc,

Defendants.

STATE OF DELAWARE }
}ss.
COUNTY OF NEW CASTLE }

I, William Besco, of Parcels Inc., the State of Delaware, County of New Castle, being duly sworn, say that on the 24th day of October, 2024 at 12:15 p.m., I personally served a copy of a Summons, Complaint, Request for Admissions, Request for Production, and Interrogatories on **RentGrow, Inc.,** by serving the registered agent, Corporation Service Company, 251 Little Falls Drive Wilmington, DE 19808.

Name of individual accepting service: Lynanne Gares, Litigation Management Services Leader.
Description of individual: Caucasian female, 35-40 yrs. old, 150 lbs., 5'5" with brown hair.

William Besco

Subscribed and sworn before me
This 24th day of October, 2024

Notary Public
My commission expires:

ZAHID HOSSAIN NAWAZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires August 25, 2026

eFiled
10/31/2024 1:43:27 P
Superior Court
of the District of Columbia

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)* Kim E. Richman | SBN: 1022978 RICHMAN LAW & POLICY 1 Bridge Street, Suite 83 Irvington,, NY 10533 TELEPHONE NO.: (914) 693-2018 | FAX NO. | E-MAIL ADDRESS *(Optional)*: krichman@richmanlawpolicy.com ATTORNEY FOR *(Name)*: Plaintiff: NATIONAL ASSOCIATION OF CONSUMER ADVOCATES	*FOR COURT USE ONLY*
SUPERIOR COURT OF THE DISTRICT OF COLUMBIA STREET ADDRESS: 500 INDIANA AVENUE, N.W., STE 5000 MAILING ADDRESS: CITY AND ZIP CODE: WASHINGTON, DC 20001 BRANCH NAME: CIVIL DIVISION	Hearing Date: Room: Hearing Time: Dept:
PLAINTIFF: NATIONAL ASSOCIATION OF CONSUMER ADVOCATES DEFENDANT: YARDI SYSTEMS, INC.	CASE NUMBER: **2024-CAB-006253**
PROOF OF SERVICE	Ref. No. or File No.: **6988693**

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION
I SERVED COPIES OF THE FOLLOWING DOCUMENTS:

SUMMONS; INITIAL ORDER; PLAINTIFF' FIRST SET OF REQUESTS FOR ADMISSION TO DEFENDANT YARDI SYSTEMS, INC.; PLAINTIFF'S REQUESTS FOR PRODUCTION OF DOCUMENTSTO DEFENDANT YARDI SYSTEMS, INC.; PLAINTIFF'S FIRST SET OF INTERROGATORIESTO DEFENDANT YARDI SYSTEMS, INC.; COMPLAINT;

PARTY SERVED:	**YARDI SYSTEMS, INC.**
PERSON SERVED:	**CHRYSTAL COLLINS - INTAKE CLERK - AUTHORIZED TO ACCEPT SERVICE - CSC - LAWYERS INCORPORATING SERVICE - AUTHORIZED AGENT FOR SERVICE OF PROCESS**
DATE & TIME OF DELIVERY:	**10/29/2024** **12:49 PM**
ADDRESS, CITY, AND STATE:	**2710 Gateway Oaks Dr Ste 150N** **Sacramento, CA 95833**
PHYSICAL DESCRIPTION:	**Age: 35 Weight: 165 Hair: BLACK** **Sex: Female Height: 5'6 Race: HISPANIC**

MANNER OF SERVICE:
Personal Service - By personally delivering copies.

Fee for Service:
County: PLACER
Registration No.: 03-007
County: PLACER
VERITEXT
633 EAST COLONIAL DRIVE
ORLANDO, FL 32803
(800) 275-7991
Ref: 6988693

I declare under penalty of perjury under the laws of the The State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on October 30, 2024.

Signature: ____________________
ROBERT J. MASON

PROOF OF SERVICE