

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

NATIONAL ASSOCIATION OF CONSUMER  
ADVOCATES,

Plaintiff,

v.

RENTGROW, INC.,

Defendant

Case No. 2024-CAB-006253  
Judge Leslie A. Meek

**RENTGROW’S ANSWER TO THE COMPLAINT**

Defendant RentGrow, Inc. (“RentGrow”) hereby answers the allegations in the Complaint filed by Plaintiff National Association of Consumer Advocates (“NACA”) and provides responses and affirmative defenses to the allegations in the Complaint. RentGrow repeats the Complaint’s headings and subheadings here for organizational purposes only, and the inclusion of any such headings and subheadings is not intended, nor should be construed, as an admission of any sort. Except as otherwise expressly stated herein, RentGrow denies each and every allegation in the Complaint, including any allegations in the prayer for relief, headings, subheadings, footnotes, and images of the Complaint, and specifically denies liability to NACA. The responses in this Answer are based on RentGrow’s investigation to date and RentGrow reserves the right to seek to amend and supplement its Answer as may be appropriate or necessary.

This Answer is submitted solely on behalf of RentGrow. The Court’s November 21, 2025 Order dismissed Yardi Systems, Inc. as a defendant in this case, and accordingly RentGrow is not required to answer allegations in the Complaint that are directed to or about Yardi. Any references in the Complaint to “RentGrow” will be construed to refer solely to Defendant RentGrow, Inc.

## **INTRODUCTION**

1. RentGrow admits that it is a wholly owned subsidiary of Yardi Systems, Inc. and provides tenant screening services to landlords, property managers, and other housing providers in the District of Columbia. RentGrow further admits that it has contracted with the D.C. Housing Authority (“DCHA”) to provide tenant screening services for the District’s Housing Choice Voucher Program (“HCVP”) since 2018. Paragraph 1 and footnote 1 otherwise purport to quote, paraphrase, and/or characterize the contents of certain sources, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow denies that eligibility for housing under the HCVP is “dependent” on RentGrow’s services. RentGrow denies the remaining allegations in Paragraph 1.

2. Paragraph 2 and footnotes 2, 3, and 4 purport to quote, paraphrase, and/or characterize the contents of certain documents and legal authorities, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow denies that it uses Artificial Intelligence (“AI”) in providing its services. RentGrow denies the remaining allegations in Paragraph 2.

3. Paragraph 3 and footnote 5 state legal conclusions to which no response is required. To the extent a response is required, RentGrow admits that the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C.S. § 1681 et seq., governs information collected by consumer reporting agencies and imposes certain legal obligations on consumer reporting agencies, reseller consumer reporting agencies, and end-users of such information. RentGrow denies the remaining allegations in Paragraph 3.

4. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 4, and on that basis denies them. RentGrow denies the allegations

in the second sentence, including that it failed to follow the law or that it caused harm to District of Columbia consumers.

### **JURISDICTION AND VENUE**

5. RentGrow admits that NACA has consented to this Court's personal jurisdiction over NACA.

6. Paragraph 6 states legal conclusions to which no response is required. To the extent Paragraph 6 alleges that this Court has personal jurisdiction over Yardi, RentGrow is not required to answer the allegations in Paragraph 6 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case for lack of personal jurisdiction. To the extent a response is required, RentGrow does not contest, solely for the purposes of the above-captioned case, that this Court has personal jurisdiction over RentGrow with respect to the claims asserted by NACA only.

7. RentGrow admits that it contracts with D.C. housing providers to provide tenant screening services to those housing providers. RentGrow denies the remaining allegations in Paragraph 7. To the extent Paragraph 7 alleges that Yardi's trade practices occur within the District, RentGrow is not required to answer the allegations in Paragraph 7 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

8. Paragraph 8 states legal conclusions to which no response is required. To the extent a response is required, RentGrow does not currently contest this Court's subject matter jurisdiction over this case.

### **PARTIES**

9. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 9, and on that basis denies them.

10. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 10, and on that basis denies them.

11. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 11, and on that basis denies them.

12. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 12 related to NACA's intentions in bringing this lawsuit, and on that basis denies them. RentGrow admits that this lawsuit has not been brought as a class action and that RentGrow will not seek class certification. RentGrow denies the remaining allegations in Paragraph 12.

13. RentGrow admits that it is incorporated in Delaware and has its principal place of business in Massachusetts.

14. RentGrow is not required to answer the allegations in Paragraph 14 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

15. Paragraph 15 and footnote 6 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow admits that it is a wholly owned subsidiary of Yardi Systems, Inc.

16. RentGrow admits that it provides rental screening services throughout the United States, including in the District of Columbia. To the extent Paragraph 16 alleges that Yardi provides rental screening services throughout the United States, including in the District of Columbia, RentGrow is not required to answer the allegations in Paragraph 16 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

17. RentGrow admits that it provides tenant screening services to DCHA pursuant to a contract between RentGrow and DCHA. To the extent Paragraph 17 alleges that Yardi's services

are utilized by the DCHA, RentGrow is not required to answer the allegations in Paragraph 17 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

18. RentGrow admits that it has a contract to provide tenant screening services to the DCHA. To the extent Paragraph 18 alleges that Yardi has a contract with the DCHA regarding tenant screening services, RentGrow is not required to answer the allegations in Paragraph 18 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

19. RentGrow denies the allegations in Paragraph 19. To the extent Paragraph 19 alleges that Yardi caused harm to the general public of the District of Columbia or consumers, RentGrow is not required to answer the allegations in Paragraph 19 because the Court's November 21, 2025 order dismissed Yardi as a defendant in this case.

### **FACT ALLEGATIONS**

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

20. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of Paragraph 20, and on that basis denies them. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of Paragraph 20, and on that basis denies them. Paragraph 20 and footnote 7 further purport to quote, paraphrase, and/or characterize the contents of certain documents and legal authorities, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. Paragraph 20 and footnote 7 state legal conclusions to which no response is required. To the extent any further response may be required, RentGrow admits that the FCRA, 15 U.S.C. § 1681e(b), states, "Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." RentGrow denies the remaining allegations in Paragraph 20 and footnote 7, including that 15 U.S.C.

§ 1681e(b) is incorporated into the CPPA via its definition of “unfair or deceptive trade practice” or otherwise.

21. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 as to providers of screening services generally, and on that basis denies them. RentGrow denies that it depends on AI and Automated Decision-Making systems for its screening services. The second sentence of Paragraph 21 and footnote 8 purport to quote, paraphrase, and/or characterize the contents of certain documents and legal authorities, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent a response is required, RentGrow denies the allegations in the second sentence of Paragraph 21.

22. Paragraph 22 and footnote 9 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 22 and footnote 9, and on that basis denies them.

23. RentGrow admits that it provides tenant screening services in the District, including pursuant to the “DCHA Contract”, and pursuant to separate contracts with landlords, property managers, and owners in the private rental market. Paragraph 23 and footnotes 10, 11, and 12 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent a response is required, RentGrow denies the remaining allegations in Paragraph 23 and footnotes 12.

24. RentGrow admits that it acquires data from third parties to merge and assemble in the tenant screening information it provides to D.C. housing providers. RentGrow denies the remaining allegations in Paragraph 24.

25. Paragraph 25 and footnotes 14, 15, and 16 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in footnote 15, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 25.

26. Paragraph 26 and footnotes 17 and 18 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow admits that it previously sourced information from TransUnion Background Data Solutions. RentGrow denies the remaining allegations in Paragraph 26.

27. Paragraph 27 and footnotes 19 and 20 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 27.

28. RentGrow denies the allegations in Paragraph 28. The last sentence of Paragraph 28 and footnote 21 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

29. RentGrow denies the allegations in Paragraph 29.

30. RentGrow denies the allegations in Paragraph 30. Paragraph 30 and footnotes 22 and 23 state legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 30 and footnotes 22 and 23.

31. RentGrow denies the allegations in Paragraph 31 that it has “fail[ed]” to do anything it is required to do, including under the FCRA. Paragraph 31 and footnote 24 otherwise state legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 31 and footnote 24.

32. RentGrow denies the allegations in Paragraph 32. Paragraph 32 and footnote 25 purport to quote, paraphrase, and/or characterize the contents of certain sources, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. Paragraph 32 and footnote 25 further state legal conclusions to which no response is required.

## **II. RentGrow provides biased data to District landlords.**

33. RentGrow denies the allegations in the first sentence of Paragraph 33 that it generates “inaccurate tenant screening reports” and uses “ADM systems.” RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of Paragraph 33, and on that basis denies them. Paragraph 33 and footnote 26 purport to quote, paraphrase, and/or characterize the contents of certain sources, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

34. RentGrow denies the allegations in Paragraph 34. Paragraph 34 and footnote 27 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.



35. RentGrow denies the allegations in Paragraph 35.

36. RentGrow denies the allegations in Paragraph 36. Paragraph 36 and footnote 28 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

37. RentGrow denies the allegations in the first sentence of Paragraph 37. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of Paragraph 37, and on that basis denies them. Paragraph 37 and footnote 29 further purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the remaining allegations in Paragraph 37.

38. RentGrow denies the allegations in the first sentence of Paragraph 38. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second and third sentences of Paragraph 38, and on that basis denies them. Paragraph 38 and footnotes 30, 31, and 32 further purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the remaining allegations in Paragraph 38 and footnotes 30, 31, and 32.

39. Paragraph 39 and footnote 33 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any

characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 39 and footnote 33.

40. RentGrow denies the allegations in Paragraph 40.

41. Paragraph 41 states legal conclusions to which no response is required. To the extent a response is required, the D.C. Code speaks for itself.

42. Paragraph 42 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow admits that Section 2.f. of the DCHA Contract states, “During the term of this Agreement, Client shall use RentGrow as the exclusive provider of tenant screening with respect to the Properties identified in Schedule B (Property Worksheet).” RentGrow denies the remaining allegations in Paragraph 42.

43. RentGrow denies the allegations in Paragraph 40 that its tenant screening service uses “ill-fitting factors” or that its service “reject[s] an applicant.” RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations regarding District consumers’ “obtain[ing]” or “us[ing]” a housing voucher to find housing, or regarding the “reasons to reject an applicant,” and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 43.

44. RentGrow denies the allegations in Paragraph 44 that it “fail[s] to remove” data and that its tenant screening services “result[] in discrimination based on [applicants’] source of income.” Paragraph 44 otherwise states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 44.

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

45. Paragraph 45 and footnote 35 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

46. Paragraph 46 and footnote 36 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow admits that Section 4.b. of the DCHA Contract states, in full, “Tenant Eligibility Criteria. Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.” RentGrow denies the remaining allegations in Paragraph 46.

47. RentGrow denies the allegations in Paragraph 47.

48. Paragraph 48 states legal conclusions to which no response is required. To the extent a response is required, Paragraph 48 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow admits that Section 7.a.(i)-(ii) of the DCHA Contract states, “Warranties. (i) Services Warranty. RentGrow warrants that it will provide the services pursuant to this Agreement in a professional, good, and workmanlike manner consistent with industry standards. (ii) Applicable Law. RentGrow will comply with all laws directly applicable to

RentGrow's performance of this Agreement." RentGrow denies the remaining allegations in Paragraph 48.

49. Paragraph 49 states legal conclusions to which no response is required. To the extent a response is required, Paragraph 49 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow admits that Schedule C is available online. RentGrow denies the remaining allegations in Paragraph 49.

50. RentGrow denies the allegations in Paragraph 50 that it "relies wholly on third-party data brokers to verify and correct screening data." Paragraph 50 and footnote 43 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the remaining allegations in Paragraph 50.

51. RentGrow denies the allegations in Paragraph 51.

52. RentGrow denies the allegations in Paragraph 52.

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

53. RentGrow denies the allegations in Paragraph 53.

54. Paragraph 54 purports to quote, paraphrase, and/or characterize the contents of certain sources, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow admits that it provides several methods for consumers, after they have been screened by RentGrow, to request a copy of their tenant screening information and to initiate a dispute if

consumers believe any of the screening information was incorrectly attributed to them, inaccurate, or incomplete at the time of the screening.

55. RentGrow admits that, among other available methods, consumers who have been screened by RentGrow can submit an online form, located at the hyperlink in footnote 44, to initiate a dispute with RentGrow Consumer Relations. RentGrow denies that the hyperlink in footnote 44 is the only way for a consumer to initiate a dispute.

56. RentGrow denies the allegations in Paragraph 56.

57. Paragraph 57 and footnotes 45, 46, 47, 48, and 49 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 56 and footnotes 46, 47, 48, and 49 regarding consumers' experiences, the demand and supply for housing in Washington, D.C. and other unnamed cities, actions by credits bureaus and data brokers, and why consumers are "at risk of losing out on housing opportunities," and on that basis denies them. RentGrow admits that its website states that the Fair Credit Reporting Act requires companies that furnished the disputed information to RentGrow to reinvestigate within 30 days and that in many cases disputes are completed much sooner. RentGrow denies the remaining allegations in Paragraph 57.

58. RentGrow denies the allegations in Paragraph 58.

59. RentGrow denies the allegations in Paragraph 59 that its consumer dispute process is "cumbersome" and "untimely" and that it maintains "consumer dossiers." RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph

59 regarding the burdens or experiences of consumers, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 59.

60. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 60, and on that basis denies them.

61. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 61 regarding consumers' resources and "harm," and on that basis denies them. RentGrow otherwise denies the allegations in Paragraph 61.

### **STATUTORY FRAMEWORK**

#### **The District's Consumer Protection Procedures Act**

62. RentGrow admits that NACA purports to bring this action under D.C. Code § 28-3901, et seq., but denies that NACA can maintain this action under D.C. Code § 28-3901, et seq.

63. Paragraph 63 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

64. Paragraph 64 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

65. Paragraph 65 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

66. Paragraph 66 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

67. Paragraph 67 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

68. Paragraph 68 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

69. Paragraph 69 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

70. Paragraph 70 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

71. Paragraph 71 and footnote 50 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 71 and footnote 50.

72. Paragraph 72 and footnote 51 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 72 and footnote 51.

73. Paragraph 73 and footnote 52 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any

characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 73 and footnote 52.

74. Paragraph 74 and footnote 53 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 74 and footnote 53.

75. Paragraph 75 and footnote 54 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 75 and footnote 54.

76. Paragraph 76 and footnote 56 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 76 and footnote 56.

77. Paragraph 77 and footnotes 57 and 58 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow denies the allegations in Paragraph 77 and footnotes 57 and 58.

78. Paragraph 78 and footnote 59 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. To the extent any further response may be required, RentGrow lacks knowledge or information sufficient to form a belief



about the truth of the allegations in Paragraph 78 regarding any FTC enforcement action against Rite Aid, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 78.

79. Paragraph 79 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 79.

80. Paragraph 80 and footnote 60 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. Paragraph 80 and footnote 60 further state legal conclusions to which no response is required. To the extent a response is required, RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 80 and footnote 60 regarding lawsuits brought by the District's Office of the Attorney General alleging violations of the DC CPPA, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 80 and footnote 60.

81. Paragraph 81 and footnote 61 purport to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. Paragraph 81 and footnote 61 further state legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 81 and footnote 61.

82. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 82 regarding any relief NACA may or may not seek in this case, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 82.

83. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 83 regarding any relief NACA may or may not seek in this case, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 83.

84. Paragraph 84 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow denies the remaining allegations in Paragraph 84 and denies that NACA is entitled to any injunction.

85. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 85 regarding any relief NACA may or may not seek in this case, and on that basis denies them. RentGrow denies the remaining allegations in Paragraph 85 and denies that NACA is entitled to declaratory relief.

### **CAUSE OF ACTION**

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

86. RentGrow incorporates by reference all its answers to the preceding paragraphs of as if fully set forth herein.

87. Paragraph 87 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. RentGrow denies the remaining allegations in Paragraph 87.

88. Paragraph 88 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content.

89. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 89, and on that basis denies them. RentGrow otherwise denies the allegations in Paragraph 89.

90. Paragraph 90 purports to quote, paraphrase, and/or characterize the contents of certain documents, which speak for themselves, and RentGrow denies any characterization of those sources that is inconsistent with their content. Paragraph 90 further states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 90.

91. Paragraph 91 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 91. To the extent Paragraph 91 alleges that Yardi is a “person” and a “merchant” that provides “services” within the meaning of the CPPA, RentGrow is not required to answer the allegations in Paragraph 91 because the Court’s November 21, 2025 order dismissed Yardi as a defendant in this case.

92. RentGrow denies the allegations in Paragraph 92. To the extent Paragraph 92 asserts allegations against Yardi, RentGrow is not required to answer the allegations in Paragraph 92 because the Court’s November 21, 2025 order dismissed Yardi as a defendant in this case.

93. RentGrow denies the allegations in Paragraph 93.

94. RentGrow denies the allegations in Paragraph 94.

95. Paragraph 95 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 95. To the extent Paragraph 95 asserts that Yardi violated the CPPA, RentGrow is not required to answer the allegations in Paragraph 92 because the Court’s November 21, 2025 order dismissed Yardi as a defendant in this case.

96. Paragraph 96 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 96.

97. RentGrow denies the allegations in Paragraph 97.

98. Paragraph 98 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 98.

99. RentGrow denies the allegations in Paragraph 99.

100. Paragraph 100 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 100.

101. Paragraph 101 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 101.

102. Paragraph 102 states legal conclusions to which no response is required. To the extent a response is required, RentGrow denies the allegations in Paragraph 102.

#### **JURY TRIAL DEMAND**

103. RentGrow demands a jury trial on all issues so triable.

#### **PRAYER FOR RELIEF**

RentGrow denies all allegations in the Prayer for Relief, and further denies any liability to NACA or those on whose behalf NACA has brought this lawsuit, and denies that NACA or any other persons are entitled to any relief.

#### **DEFENSES**

RentGrow asserts the following separate and affirmative defenses to NACA's alleged cause of action. Insofar as any of the following expresses denial of an element of any claim alleged against RentGrow, such expression does not indicate that NACA is relieved of their burden to prove each and every element of any such claim. RentGrow reserves the right to assert additional

affirmative and other defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

### **FIRST DEFENSE**

#### **(Failure to State a Claim)**

NACA's Complaint fails to state a claim for which relief may be granted against RentGrow.

### **SECOND DEFENSE**

#### **(Lacks Standing)**

NACA's claim, and the claim that NACA purports to bring on behalf of District of Columbia consumers or the general public, is barred because NACA and those on whose behalf NACA asserts its claim lack standing to assert the alleged claim.

### **THIRD DEFENSE**

#### **(Statute of Limitations)**

NACA's claim, and the claim that NACA purports to bring on behalf of District of Columbia consumers or the general public, is barred, in whole or in part, by the applicable statute of limitations.

### **FOURTH DEFENSE**

#### **(Waiver/Estoppel/Unclean Hands/Laches)**

NACA's claim, and the claim that NACA purports to bring on behalf of District of Columbia consumers or the general public, is barred, in whole or in part, by the doctrines of waiver, estoppel, unclean hands, and laches.

## **FIFTH DEFENSE**

### **(Preemption)**

NACA's claim, brought as a state law cause of action, is preempted by the federal Fair Credit Reporting Act.

## **SIXTH DEFENSE**

### **(Reservation of Rights)**

RentGrow reserves the right to assert additional defenses that become available or apparent during discovery and reserves the right to amend this Answer to assert such defenses. This reservation of rights is particularly necessary because RentGrow may have additional defenses against the consumers or class of consumers on whose behalf NACA brings this lawsuit who are not currently parties to this suit.

## **PRAYER FOR RELIEF**

RentGrow respectfully requests as follows:

- A. That the Court enter judgment in favor of RentGrow;
- B. That NACA takes nothing by way of the Complaint;
- C. For attorney's fees and costs as permitted by law; and
- D. For such other and further relief as this Court deems just and proper.

Dated: December 19, 2025

Respectfully submitted,

s/ Andrew Soukup

Andrew Soukup (D.C. Bar No. 995101)

Valerie L. Hletko (D.C. Bar No. 485610)

Jehan A. Patterson (D.C. Bar No. 1012119)

Alyssa C. McGraw (D.C. Bar No. 1671498)

Andrew Gonzales (D.C. Bar. No. 90033537)

Maeve McBride (D.C. Bar. No. 90030005)

**COVINGTON & BURLING LLP**

One CityCenter, 850 Tenth Street, NW

Washington, DC 20001

Email: [asoukup@cov.com](mailto:asoukup@cov.com)

[vhletko@cov.com](mailto:vhletko@cov.com)

[jpatterson@cov.com](mailto:jpatterson@cov.com)

[amcgraw@cov.com](mailto:amcgraw@cov.com)

[agonzales@cov.com](mailto:agonzales@cov.com)

[mmcbride@cov.com](mailto:mmcbride@cov.com)

*Counsel for Defendant RentGrow, Inc.*