

# **EXHIBIT A**

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
Civil Division

WEST END DC COMMUNITY  
ASSOCIATION,

*Plaintiff,*

v.

DISTRICT OF COLUMBIA, *et al.*

*Defendant.*

Case No: 2023-CAB-004351

Judge Carl E. Ross

Initial Scheduling Conference: 11/17/2023

**INTERVENOR THE GEORGE WASHINGTON UNIVERSITY’S ANSWER TO  
COMPLAINT AND COUNTERCLAIMS AGAINST PLAINTIFF WEST END COMMUNITY  
ASSOCIATION**

COMES NOW Intervenor The George Washington University (“Intervenor” or “GW”) and files this Answer to the Complaint and Counterclaims against Plaintiff and, in support thereof, states as follows.

**FIRST DEFENSE**

The Complaint, and each and every allegation contained therein, fails to state a claim upon which relief may be granted.

**SECOND DEFENSE**

The Plaintiff lacks standing to bring some or all of the claims in this action.

**THIRD DEFENSE**

The Plaintiff’s claims are barred by the doctrine of laches.

**FOURTH DEFENSE**

The Plaintiff’s claims are barred by the doctrine of estoppel.

**FIFTH DEFENSE**

The Plaintiff’s claims are barred by the doctrine of waiver.

#### SIXTH DEFENSE

The Plaintiff is not entitled to injunctive relief because the Plaintiff has not suffered irreparable injury.

#### SEVENTH DEFENSE

The Plaintiff's claims are barred by its own unclean hands.

#### EIGHTH DEFENSE

The Plaintiff's claims are barred by its own improper purpose.

#### NINTH DEFENSE

Intervenor denies any and all allegations contained in the Complaint to the extent that it does not specifically admit those allegations elsewhere in the Answer.

#### TENTH DEFENSE

Intervenor hereby gives notice that it intends to rely on any additional defenses that become available and apparent during discovery and thus Intervenor reserves the right to amend its Answer to assert such additional defenses.

#### ELEVENTH DEFENSE

Responding to the specific allegations in the numbered paragraphs of Complaint, Intervenor states as follows:

1. Denied, except that Intervenor admits that Defendant District of Columbia planned to purchase The Aston from The George Washington University.
2. Paragraph 2 of the Complaint contains multiple legal conclusions to which no response is required. Accordingly, Intervenor denies the allegations in Paragraph 2 and demands strict proof thereof.

3. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 3 and accordingly denies the same and demands strict proof thereof.

4. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 4 and accordingly denies the same and demands strict proof thereof.

5. Paragraph 5 is a legal conclusion to which no response is required.

6. Paragraph 6 is a legal conclusion to which no response is required.

7. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 7 and accordingly denies the same and demands strict proof thereof.

8. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 8 and accordingly denies the same and demands strict proof thereof.

9. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 9 and accordingly denies the same and demands strict proof thereof.

10. Denied.

11. Admitted.

12. Paragraph 12 is a legal conclusion to which no response is required. To the extent a response is required, denied.

13. Paragraph 13 is a legal conclusion to which no response is required. To the extent a response is required, denied.

14. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 14 and accordingly denies the same and demands strict proof thereof.

15. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 15 and accordingly denies the same and demands strict proof thereof.

16. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 16 and accordingly denies the same and demands strict proof thereof.

17. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 17 and accordingly denies the same and demands strict proof thereof.

18. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 18 and accordingly denies the same and demands strict proof thereof.

19. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 19 and accordingly denies the same and demands strict proof thereof.

20. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 20 and accordingly denies the same and demands strict proof thereof.

21. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 21 and accordingly denies the same and demands strict proof thereof.

22. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 22 and accordingly denies the same and demands strict proof thereof.

23. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 23 and accordingly denies the same and demands strict proof thereof.

24. Intervenor is without sufficient information and belief to admit or deny the allegations of Paragraph 24 and accordingly denies the same and demands strict proof thereof.

25. Intervenor incorporates by reference the responses set forth in paragraphs 1 through 24 as if fully set forth herein.

26. Paragraph 26 is a legal conclusion to which no response is required. To the extent a response is required, denied.

27. Paragraph 27 is a legal conclusion to which no response is required. To the extent a response is required, denied.

28. Paragraph 28 is a legal conclusion to which no response is required. To the extent a response is required, denied.

29. Paragraph 29 is a legal conclusion to which no response is required. To the extent a response is required, denied.

30. Paragraph 30 is a request for relief to which no response is required. To the extent a response is required, denied.

31. Intervenor incorporates by reference the responses set forth in paragraphs 1 through 30 as if fully set forth herein.

32. Paragraph 32 is legal conclusion to which no response is required. To the extent a response is required, denied.

33. Denied.

34. Paragraph 34 is legal conclusion to which no response is required. To the extent a response is required, denied.

35. Paragraph 35 is legal conclusion to which no response is required. To the extent a response is required, denied.

36. Paragraph 36 is a request for relief to which no response is required. To the extent a response is required, denied.

37. Intervenor incorporates by reference the responses set forth in paragraphs 1 through 36 as if fully set forth herein.

38. Paragraph 38 is legal conclusion to which no response is required. To the extent a response is required, denied.

39. Paragraph 39 is legal conclusion to which no response is required. To the extent a response is required, denied.

40. Paragraph 40 is legal conclusion to which no response is required. To the extent a response is required, denied.

41. Paragraph 41 is legal conclusion to which no response is required. To the extent a response is required, denied.

42. Paragraph 42 is legal conclusion to which no response is required. To the extent a response is required, denied.

43. Paragraph 43 is a request for relief to which no response is required. To the extent a response is required, denied.

44. Intervenor incorporates by reference the responses set forth in paragraphs 1 through 43 as if fully set forth herein.

45. Paragraph 45 is legal conclusion to which no response is required. To the extent a response is required, denied.

46. Paragraph 46 is legal conclusion to which no response is required. To the extent a response is required, denied.

47. Paragraph 47 is legal conclusion to which no response is required. To the extent a response is required, denied.

48. Paragraph 48 is legal conclusion to which no response is required. To the extent a response is required, denied.

49. Paragraph 49 is legal conclusion to which no response is required. To the extent a response is required, denied.

50. Paragraph 50 is request for relief to which no response is required. To the extent a response is required, denied.

WHEREFORE having fully responded to the Complaint, Intervenor respectfully asks that this Honorable Court

A. Enter judgment in favor of Intervenor and against Plaintiff on all counts asserted in the Complaint;

B. Award Intervenor damages in an amount to be proven at trial;

C. Award Intervenor its costs, including all reasonable attorney's fees incurred in this matter to be determined after entry of judgment; and

D. Enter such further relief as this Honorable Court deems just and proper.

FIRST COUNTERCLAIM OF INTERVENOR DEFENDANT  
(INTERFERENCE WITH CONTRACT)

1. Intervenor Defendant GW has entered into an Agreement of Sale with the District of Columbia for the purchase by the District of Columbia of The Aston Apartments located at 1129 New Hampshire Avenue, Washington, D.C. (the "Property").

2. Plaintiff has knowledge of the Agreement of Sale.

3. On July 20, 2023, Plaintiff filed in the Land Records of the District of Columbia a Notice of Pendency of Action (*Lis Pendens*) against the Property.

4. The Notice of Pendency of Action is a tortious and unlawful attempt by Plaintiff to prevent or delay performance of the Agreement of Sale and transfer of title. By attempting to cause a cessation or delay of all such transfer of title, Plaintiff has interfered with the performance by said or Agreement of Sale.



5. Said Notice of Pendency of Action has no basis in the *lis pendens* statute and said interference by Plaintiff was and continues to be intentional, willful and/or malicious and for the ulterior purpose of tortiously preventing Intervenor Defendant GW from conveying the Property to the District of Columbia.

6. The Intervenor has been damaged by the intentional interference of the Plaintiff with the Agreement of Sale.

WHEREFORE, Intervenor Defendant demands a money judgment against Plaintiff and in favor of Intervenor in an amount to be determined by the Court, together with punitive damages in an amount to be determined by the Court, and Intervenor's attorney's fees and costs of this action.

SECOND COUNTERCLAIM OF INTERVENOR DEFENDANT  
(INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE)

7. Intervenor Defendant has entered into the Agreement of Sale alleged in paragraph 1 of these Counterclaims for the sale of the Property to the District of Columbia.

8. Plaintiff has knowledge of the Agreement of Sale and the agreements for the sale of the Property to the District of Columbia.

9. Intervenor realleges the allegations set forth in Paragraph 3 and 4 of these Counterclaims.

10. By demanding a cessation or delay of the Agreement of Sale, Plaintiff has interfered with the prospective business advantages reasonably anticipated by the Intervenor to accrue from the Agreement of Sale.

11. Said interference was intentional, willful and/or malicious and for ulterior purpose of tortiously preventing Intervenor from conveying the Property to the District of Columbia.

12. The Intervenor has been damaged by the intentional interference of the Plaintiff with Intervenor's said prospective business advantages.

WHEREFORE, Intervenor Defendant demands a money judgment against the Plaintiff and in favor of the Intervenor in an amount to be determined by the Court, together with punitive damages in an amount to be determined by the Court and Intervenor's Attorney's fees and costs of this action.

Respectfully Submitted

Dated: August 7, 2023

GREENSTEIN DELORME & LUCHS, P.C.

/s/ Spencer B. Ritchie

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