

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

TRUMP OLD POST OFFICE LLC,
1100 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Plaintiff,

v.

CZ-NATIONAL, LLC,
c/o BVS Acquisition Co., LLC
1720 Post Road
Fairfield, Connecticut 06924

and

BVS ACQUISITION CO., LLC
1720 Post Road
Fairfield, Connecticut 06924

Defendants.

Case No. 2015 CA 005890 B

COMPLAINT

Plaintiff Trump Old Post Office LLC (“Landlord”), by its undersigned counsel, files this complaint, asserting claims for breach of contract, action on a guarantee, and attorneys’ fees against defendants CZ-National, LLC (“Tenant”) and BVS Acquisition Co., LLC (“Guarantor”) arising from Tenant’s breach and abandonment of its obligations under the sublease it had entered into for certain restaurant space at the Trump International Hotel, The Old Post Office, Washington, D.C. As a result of Tenant’s breach, on July 31, 2015, Landlord notified Tenant that it was in default under the sublease. On August 3, 2015, Landlord terminated and canceled the sublease following Tenant’s failure and refusal to cure its default. Landlord now seeks to recover monetary damages against both Tenant and Guarantor pursuant to the terms of the sublease and guarantee.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this action pursuant to D.C. Code § 11-921. The amount in controversy exceeds the sum of \$5,000, exclusive of interest and costs.

2. This Court has personal jurisdiction over Defendants in this matter pursuant to D.C. Code § 13-423(a), because this civil action arises from (i) Defendants' transaction of business within the District of Columbia, (ii) Defendants having an interest in real property located within the District of Columbia, and (iii) the contracting to insure the performance of another under an agreement located, executed or to be performed within the District of Columbia.

PARTIES

3. Landlord is a limited liability company whose members are citizens of Delaware and New York.

4. Tenant is a limited liability company whose members, on information and belief, are citizens of Connecticut, New York, and/or Washington, D.C.

5. Guarantor is a limited liability company whose members, on information and belief, are citizens of Connecticut and/or Washington, D.C.

FACTS

6. Pursuant to an August 8, 2013 master ground lease (the "Master Lease") with the United States of America – General Services Administration, Landlord leases the building located at 1100 Pennsylvania Avenue, N.W., Washington, D.C., commonly known as the "Old Post Office" (the "Building"). The Building, built in 1899, is a historic and architecturally distinctive property which served as the city's main post office until 1914 and remains the second tallest structure in the nation's capital after the Washington Monument.

7. In 2014, Landlord broke ground on a \$200 million plus renovation of the Building. Upon completion, the Building will be known as the Trump International Hotel, The Old Post

Office, Washington, D.C. (the “Hotel”), consisting of 263 luxury guestrooms and suites, 36,000 square feet of meeting and event space, an opulent 13,000-square-foot Grand Ballroom and a 5,000 square-foot super luxury spa and state-of-the-art fitness center, making it one of the finest hotels in the nation’s capital and the world.

8. On or about February 19, 2015, Landlord and Tenant entered in an agreement of sublease (the “Sublease”) pursuant to which Tenant, led by renowned chef, Geoffrey Zakarian, agreed to lease for a twenty (20) year term of approximately 9,344 square feet of space in the Building (the “Demised Premises”), to operate a first-class restaurant. Unless otherwise noted, all defined terms contained herein shall have the same meaning as in the Sublease.

9. On or about February 19, 2015, Guarantor executed a certain guaranty (the “Guaranty”) pursuant to which Guarantor agreed to guarantee to Landlord the full and prompt performance of all of Tenant’s obligations under the Sublease.

The Sublease

10. Pursuant to the terms of the Sublease, Tenant was obligated to use and occupy the Demised Premises as a first-class restaurant consistent with the Operating Standards.

11. Specifically, Section 4(a) of the Sublease provides in this regard as follows:

Tenant shall use and occupy the Demised Premises for a first-class in all respects, restaurant, adhering to the concept described in Exhibit F to this Sublease (the “Style Concept”) and serving beer, wine and liquor, named “The National” or “The National Dining Rooms and Bar by Geoffrey Zakarian” . . . , all in strict accordance with the Operating Standards and other provisions of this Sublease, and for no other purpose.

12. The Sublease also imposes a series of material obligations on Tenant to build-out the Demised Premises as “a first-class high quality restaurant” pursuant to an agreed upon timeline.

13. Section 7(b)(iii)(A) of the Sublease provides in this regard, as follows:

Tenant shall perform all work necessary to build-out the Demised Premises as a first-class high quality restaurant consistent with top tier restaurants in Washington, D.C. and the other facilities within the Building with a high-design finish and consistent with the Initial Conceptual Design Documents. . . . Tenant shall deliver all items set forth on the Tenant's Work Timeline as requiring submittal and cause the occurrence of each fact or circumstance listed as a Critical Milestone on Tenant's Work Timeline, in each case on the dates set forth therefor on the Tenant's Work Timeline.

14. Exhibit D3 to the Sublease, entitled "Tenant's Work Submittal List and Milestone Dates," sets forth a series of deadlines by when Tenant must submit and/or complete, as applicable, various plans, permits, documents and milestones. Included on Exhibit D3 is the requirement that Tenant deliver to Landlord "90% Completed Construction Documents" on or before the "Delivery Date" of "7/16/15."

15. Section 22 of the Sublease, entitled "Events of Default," states that "[e]ach of the following shall constitute an 'Event of Default' by Tenant under this Sublease:"

- xi. . . . (C) Tenant fails to deliver any Budget, document, Permit, schedule or other item listed as an item that requires submittal on Exhibit D3 on or before the date set forth therefor on Exhibit D3 and such failure continues for a period of ten (10) days after Landlord gives Tenant notice thereof specifying the items Tenant failed to deliver . . .

16. Section 22(c) of the Sublease states that if at any time Tenant is in default of the Sublease, "Tenant shall not be entitled to exercise any right of cancellation or termination or other option granted to it by this Sublease (if any)."

17. Section 23(a) states that if an Event of Default occurs, Landlord may deliver to Tenant "Landlord's Cancellation Notice" informing Tenant that Landlord is cancelling the Sublease, in which case the Sublease shall expire and the Term shall end as if it is the last day of the Term of the Sublease.

18. If Landlord shall deliver Landlord's Cancellation Notice to Tenant, Section 23(c) provides that the Landlord shall be entitled to draw down upon the Letter of Credit delivered by Tenant pursuant to Section 26 of the Sublease and also, pursuant to Sections 26 (c and d), recover from Tenant all unpaid Base Rent, Percentage Rent and Additional Rent due and owing under the Sublease together with all monetary damages, costs and fees sustained by Landlord, along with all of Landlord's costs and attorneys' fees associated with its enforcement of the terms of the Sublease.

19. Section 23(j) makes clear that "[t]he remedies provided for in this Sublease shall not preclude Landlord from any other remedy, in law or in equity" and that Landlord's "cancellation or termination" shall not "deprive Landlord of any of its remedies or actions against the Tenant" for rent or any other sums which would otherwise come due "as if there had been no cancellation or termination."

20. Section 25 states that Tenant shall be responsible to pay Landlord for all costs and expenses it incurs by reason of Tenant's breach of the Sublease, "including reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any actions or proceeding" to enforce the terms of the Sublease.

21. Section 27 states that (a) Landlord and Tenant waive their right to a jury trial in any action or proceeding involving the Sublease, (b) the Sublease shall be governed by the laws of the District of Columbia, and (c) Landlord and Tenant agree that any dispute between them shall be heard in either the Superior Court of Washington, D.C. or in the federal district courts located in Washington, D.C.

22. Section 38 provides that Landlord has not made and Tenant is not relying upon any warranties, representations, promises or statements except to the extent expressly set forth in the Sublease and (b) "all prior understandings and agreements ... are merged in the Sublease which

alone fully and completely express the agreement of the parties and which are entered into after full investigation.”

The Guarantee

23. As a “material and necessary inducement to Landlord’s execution and delivery of the Sublease” and Landlord’s concession with respect to certain construction expenses, Guarantor agreed to “execute and deliver” the Guarantee to Landlord.

24. In the Guarantee, Guarantor “absolutely, unconditionally and irrevocably . . . guarantees to Landlord the full and prompt performance and observance of all of Tenant’s obligations under the Sublease, monetary and nonmonetary.” Guarantee, Section 2.

25. The Guarantee also provides, in relevant part, that “[t]he liability of Guarantor . . . is coextensive with that of Tenant,” and that the “Guarantee shall be enforceable against Guarantor.” *Id.*, Section 3. The Guarantee further provides that Guarantor’s liability under the Guarantee is “primary” and that, at Landlord’s option, Guarantor can be “joined in any action against said Tenant in connection with the Sublease.” *Id.*, Section 12.

26. Similar to the Sublease, the Guarantee waives a trial by jury, *Id.*, Section 14, provides for the payment of attorneys’ fees to Landlord in actions on the Guarantee, *id.*, and is governed by law of the District of Columbia, *Id.*, Section 16.

Tenant Defaults and Abandons its Obligations Under the Sublease

27. On July 9, 2015, less than five (5) months after Tenant entered into the Sublease, Tenant’s owner and executive chef, Mr. Zakarian, was quoted in *The Washington Post* as stating that “I am unable to move forward with a restaurant in the Trump International Hotel.” These comments reflected an apparent abandonment of Tenant’s obligations under the Sublease.

28. Mr. Zakarian's stated refusal to proceed with his obligations under the Lease was allegedly based on his personal offense to statements made by Mr. Trump with respect to illegal immigration during his June 16, 2015 presidential campaign announcement speech. Mr. Zakarian's offense is curious in light of the fact that Mr. Trump's publicly shared views on immigration have remained consistent for many years, and Mr. Trump's willingness to frankly share his opinions is widely known.

29. Notwithstanding Mr. Trump's well-known frankness, on May 4, 2015, Mr. Zakarian was quoted as saying, "The Trumps are world class developers and hoteliers with an unparalleled commitment to excellence, and I am honored to work with them on such an iconic project in the heart of Washington, D.C."

30. On July 16, 2015, Tenant was to have delivered to Landlord "90% Construction Documents" pursuant to its obligations under Section 7(b)(iii)(A) and Exhibit D3 of the Lease. Tenant failed to deliver these documents.

31. On July 17, 2015, Tenant sent Landlord a letter purporting to terminate the Lease "for cause" and alleging that the content of Mr. Trump's June 16, 2015 announcement speech allegedly "materially interfered with Mr. Zakarian's ability to perform" as well as violated the covenants of quiet enjoyment and good faith and fair dealing.

32. Tenant's July 17, 2015 notice to Landlord failed to cite to any provision from the Sublease that Landlord had purportedly violated. This is because there are no provisions in the Sublease that grant Tenant the right to terminate the Sublease based upon personal offense with respect to comments made by Landlord, its principals or affiliates, including Mr. Trump. There are similarly no provisions in the Sublease that grant Landlord the right to terminate the Sublease based upon comments made by Tenant, its principals or affiliates, including Mr. Zakarian.

33. Tenant can point to no other agreements between it and Landlord, its principals or affiliates, including Mr. Trump, protecting Tenant from personal offense. Indeed, Mr. Zakarian never sought such a provision in the Sublease. Section 38 of the Sublease provides that it represents the entire agreement and that Tenant is not relying upon any other promises by Landlord.

34. In response, by letter dated July 21, 2015, Landlord advised Tenant that there was nothing in the Sublease that permitted Tenant to terminate and that its claims were without merit.

35. Also on July 21, 2015, Landlord sent Tenant (and Guarantor) a Notice of Default (“Landlord’s Default Notice”) informing Tenant that, due to its failure to deliver to Landlord “90% Completed Construction Documents” on or before the “Delivery Date” of “July 7, 2015,” Tenant was in material default of its obligations under Section 7(b)(iii)(A) and Exhibit D3 of the Sublease, which default Tenant had ten (10) days to cure.

36. Despite Landlord’s reminder, Tenant not only failed and refused to cure the defaults set forth in Landlord’s Default Notice, but has remained steadfast in its refusal to comply with any of its obligations under the Sublease. In short, Tenant, having attempted to terminate the Sublease, has altogether abandoned its rights and obligations thereunder.

37. Based upon the foregoing, on August 3, 2015, Landlord sent Tenant (and Guarantor) “Landlord’s Cancellation Notice” informing Tenant that, based on Tenant’s failure to cure the defaults in the Default Notice, Landlord was exercising its right to terminate and cancel the Sublease and end the Term.

Landlord’s Substantial Damages

38. The restaurant space that Mr. Zakarian was to open was designed to play an important role in the vitality of the hotel. The importance of the restaurant and its timely opening is the reason why the parties to the Sublease negotiated numerous provisions to ensure that the design,

approval, and construction remained on schedule. As such, it is not an option for Landlord to allow the Demised Premises to sit vacant. Instead, Landlord must promptly move forward with plans to find a new first-class restaurant.

39. As a result of Tenant's decision to abandon its obligations under the Sublease at this late date, Landlord has already suffered and will continue to suffer millions of dollars in costs, expenses, losses and other damages. In addition to the loss of Base Rent, Percentage Rent and Additional Rent, Landlord must now attempt to reprogram the Demised Premises with a new first-class restaurant. Accordingly, Landlord will be forced to incur significant costs and expenses including, without limitation, additional legal fees, brokerage commissions, tenant allowances and credits, the cost of building out, altering and preparing the Demised Premises for a new tenant, advertising expenses and the expense of maintaining the Demised Premises in good condition.

40. As a result, Landlord's damages have and will continue to multiply.

COUNT I
(Breach of Sublease)

41. Landlord repeats and realleges each and every allegation as if fully set forth at length herein.

42. The Sublease is a fully enforceable contract, supported by consideration, and was negotiated by sophisticated commercial parties at arm's length.

43. Pursuant to the terms of the Sublease, in exchange for the payment by Tenant of certain Base Rent, Percentage Rent and Additional Rent as well as Tenant's agreement to build-out the Demised Premises into and continuously use, occupy and operate same as a first-class restaurant, Landlord agreed to lease the Demised Premises to Tenant for a twenty (20) year Term.

44. Tenant has breached the Sublease by failing to abide by its requirements, including by providing construction documents as required, by repudiating its obligations to operate a restaurant, and by purporting to terminate the Lease on grounds not allowed under the Sublease.

45. By reason of Tenant's actions, Landlord has suffered and will continue to suffer damages in an amount to be determined at trial, but believed to be in excess of \$10 million.

COUNT II
(Action on Guarantee)

46. Landlord repeats and realleges each and every allegation as if fully set forth at length herein.

47. The Guarantee is a fully enforceable contract, supported by consideration, and was negotiated by sophisticated commercial parties at arm's length.

48. Pursuant to its terms, Guarantor is fully liable for Tenant's breach of the Sublease and, at Landlord's option, Landlord can and is hereby joining Guarantor in this action to hold Guarantor fully liable for Tenant's breaches.

49. By reason of Tenant's actions, Landlord has suffered and will continue to suffer damages in an amount to be determined at trial, but believed to be in excess of \$10 million.

COUNT III
(Attorneys' Fees)

50. Landlord repeats and realleges each and every allegation as if fully set forth at length herein.

51. Section 25 of the Sublease entitles Landlord to recover reasonable attorneys' fees and disbursements to enforce the terms of the Sublease.

52. Section 14 of the Guarantee similarly allows Landlord to recover its fees and costs, including attorneys' fees, incurred in enforcing its rights against the Guarantor.

53. Landlord has incurred, and will continue to incur, costs and expenses, including attorneys' fees and disbursements, in connection with this action.

54. Accordingly, Landlord seeks a monetary judgment for its reasonable attorneys' fees and other out-of-pocket costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Landlord prays for judgment as follows:

1. That the Court adjudicate and declare that Tenant has materially breached its obligations under the Sublease;
2. That Tenant and Guarantor are liable to Landlord for damages, to be proven at trial but currently estimated to be in excess of \$10 million;
3. That the Court awards Landlord its attorneys' fees and costs, consistent with its rights under the Sublease and Guarantee; and
4. That the Court award Landlord such other and further relief as the Court may deem just and equitable.

Dated: August 3, 2015

Respectfully submitted

TRUMP OLD POST OFFICE LLC

By: /s/ Rebecca Woods
Rebecca Woods (D.C. No. 468495)
Seyfarth Shaw LLP
975 F Street, N.W.
Washington, D.C. 20004
Telephone: (202) 463-2400
Facsimile: (202) 641-9200
rwoods@seyfarth.com

Counsel for Plaintiff Trump Old Post Office LLC

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

TRUMP OLD POST OFFICE LLC

Case Number: 2015 CA 005890 B

vs

Date: August 3, 2015

CZ-NATIONAL, LLC, et al.

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

Name: (Please Print) Rebecca Woods		Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Seyfarth Shaw LLP		
Telephone No.: 202-463-2400	Six digit Unified Bar No.: 468495	

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

Demand: \$ 10,000,000

Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

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

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

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS

COLLECTION CASES

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 07 Personal Property | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent |
| <input type="checkbox"/> 15 Special Education Fees | <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | | |

B. PROPERTY TORTS

- | | | |
|---|---|--|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | <input type="checkbox"/> 06 Traffic Adjudication |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|--|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 09 Harassment | <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 20 Friendly Suit |
| <input type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 15 Malpractice Medical (including Wrongful Death) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE ☐ IF USED

Information Sheet, Continued

C. OTHERS

- | | | |
|---|---|--|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 10 T.R.O./ Injunction | <input type="checkbox"/> 25 Liens: Tax/Water Consent Granted |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 26 Insurance/ Subrogation |
| <input type="checkbox"/> 04 Condemnation (Emin. Domain) | <input type="checkbox"/> 12 Enforce Mechanics Lien | Under \$25,000 Consent Denied |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 27 Insurance/ Subrogation |
| <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 17 Merit Personnel Act (OEA) | Over \$25,000 Pltf. Grants Consent |
| Under \$25,000 Pltf. | (D.C. Code Title I, Chapter 6) | <input type="checkbox"/> 28 Motion to Confirm Arbitration |
| Grants Consent | <input type="checkbox"/> 18 Product Liability | Award (Collection Cases Only) |
| <input type="checkbox"/> 08 Quiet Title | <input type="checkbox"/> 24 Application to Confirm, Modify, | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 09 Special Writ/Warrants | Vacate Arbitration Award | <input type="checkbox"/> 30 Liens: Tax/ Water Consent Denied |
| (DC Code § 11-941) | (DC Code § 16-4401) | <input type="checkbox"/> 31 Housing Code Regulations |
| | | <input type="checkbox"/> 32 Qui Tam |
| | | <input type="checkbox"/> 33 Whistleblower |
| | | <input type="checkbox"/> 34 Insurance/Subrogation |
| | | Over \$25,000 Consent Denied |

II.

- | | | |
|---|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena |
| <input type="checkbox"/> 06 Foreign Judgment | <input type="checkbox"/> 19 Enter Administrative Order as | [Rule 28-1 (b)] |
| <input type="checkbox"/> 13 Correction of Birth Certificate | Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 14 Correction of Marriage | 2-1802.03 (h) or 32-1519 (a)] | <input type="checkbox"/> 23 Rule 27(a) (1) |
| Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | (Perpetuate Testimony) |
| | 42-3301, et seq.) | <input type="checkbox"/> 24 Petition for Structured Settlement |
| | | <input type="checkbox"/> 25 Petition for Liquidation |

/s/ Rebecca Woods

Attorney's Signature

August 3, 2015

Date

TRUMP OLD POST OFFICE LLC,)
1100 Pennsylvania Avenue, N.W.)
Washington, D.C. 20004)
)
Plaintiff,)

Case No. 2015 CA 005890 B

CZ-NATIONAL, LLC)
c/o BVS Acquisition Co., LLC)
1720 Post Road)
Fairfield, Connecticut 06924)

and

BVS ACQUISITION, LLC,)
1720 Post Road)
Fairfield, Connecticut 06924)

Defendants.)

Plaintiff, TRUMP OLD POST OFFICE LLC, through its undersigned counsel, pursuant to Rule 7.1 of the D.C. Superior Court Rules of Civil Procedure, files this Corporate Disclosure Statement and states as follows:

Other than the entity identified in paragraph one, to the best of the undersigned counsel's knowledge, there are no interested parties other than the parties to this lawsuit.

Respectfully submitted,

By: /s/ Rebecca Woods
Rebecca Woods (D.C. No 468495)
SEYFARTH SHAW LLP
975 F Street, NW
Washington, D.C. 20004
(202) 463-2400
(202) 828-5393 (facsimile)
rwoods@seyfarth.com

Counsel for Trump Old Post Office LLC

Dated: August 3, 2015



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

TRUMP OLD POST OFFICE LLC

Plaintiff

2015 CA 005890 B

vs.

Case Number

CZ-NATIONAL, LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) 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 party 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 five (5) 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.

Rebecca Woods, Esq.

Name of Plaintiff's Attorney

Seyfarth Shaw LLP, 975 F Street, N.W.

Address

Washington, DC 20004

202-463-2400

Telephone

如需翻译, 请打电话 (202) 879-4828

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

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오

የአግርኛ ትርጉም ለማግኘት (202) 879-4828 ይጻፉ

Clerk of the Court

By



Date

08/04/2015

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

500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Teléfono: (202) 879-1133

Demandante

contra

Número de Caso: _____

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) 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: _____

Dirección

Subsecretario

Fecha: _____

Teléfono

如需翻译, 请拨打 (202) 879-4828

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

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

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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, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS 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 afrontar el costo de 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 de otros lugares donde puede pedir ayuda al respecto.

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



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

TRUMP OLD POST OFFICE LLC

Plaintiff

vs.

2015 CA 005890 B

Case Number

BVS AQUISITION CO., LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) 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 party 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 five (5) 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.

Rebecca Woods, Esq.

Name of Plaintiff's Attorney

Seyfarth Shaw LLP, 975 F Street, N.W.

Address

Washington, DC 20004

202-463-2400

Telephone

Clerk of the Court



By

08/04/2015

Date

如需翻译, 请拨打 (202) 879-4828

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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

500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Teléfono: (202) 879-1133

Demandante

contra

Número de Caso: _____

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) 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: _____

Dirección _____

Subsecretario

Fecha _____

Teléfono _____

如需翻译, 请打电话 (202) 879-4828

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

TRUMP OLD POST OFFICE LLC

Vs.

C.A. No. 2015 CA 005890 B

CZ-NATIONAL, LLC et al

INITIAL ORDER AND ADDENDUM

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

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference 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 Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference 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 Lee F. Satterfield

Case Assigned to: Judge BRIAN F HOLEMAN

Date: August 4, 2015

Initial Conference: 9:30 am, Friday, November 06, 2015

Location: Courtroom 214

500 Indiana Avenue N.W.

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Lee F. Satterfield