

No. 24-CV-420



DISTRICT OF COLUMBIA COURT OF APPEALS

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UCHENNA EGENTI,

Appellant,

v.

GATEWAY MARKET L/CAL LLC,

Appellee.

ON APPEAL FROM
THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION CASE NO. 2023-CAB-007206
(The Honorable Milton C. Lee)

BRIEF OF APPELLEE GATEWAY MARKET L/CAL LLC

Respectfully submitted,

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RULE 28(a)(2)(A) LIST OF PARTIES AND COUNSEL

The parties to the case are Appellant Uchenna Egenti and Appellee Gateway Market L/Cal LLC. In the proceeding before the Superior Court, Ms. Egenti was pro se and Matthew M. Moore of Shulman Rogers, P.A. (and Erin B. McAuliffe, formerly of Shulman Rogers, P.A.) represented Gateway Market L/Cal LLC. On appeal to this court, Jonathan H. Levy and Fran Swanson of Legal Aid DC represent Ms. Egenti and Matthew M. Moore and Carley M. Rovetto of Shulman Rogers, P.A. represents Gateway Market L/Cal LLC.

RULE 26.1 CORPORATE DISCLOSURE STATEMENT

Pursuant to Rules 26.1 and 28(a)(2)(B) of the Rules of the District of Columbia Court of Appeals, the undersigned counsel for Gateway Market L/CAL LLC respectfully discloses the following:

Gateway Market L/CAL LLC is a non-publicly traded limited liability company. LCOR Project Platform, LLC owns 100% of Gateway Market L/CAL LLC.

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I. STATEMENT OF JURISDICTION

Appellant/Plaintiff Uchenna Egenti (“Ms. Egenti”) identifies this appeal as arising from the final Order of the Honorable Milton C. Lee, entered on March 1, 2024, which disposed of all claims by Ms. Egenti against Appellee/Defendant Gateway Market L/Cal LLC (“Gateway”) in Superior Court of the District of Columbia Case Number 2023-CAB-007206.

II. STATEMENT OF THE ISSUES PRESENTED FOR REVIEW

Whether the trial court properly granted Gateway’s Motion to Dismiss (“Motion to Dismiss”) because Ms. Egenti’s complaint (“Complaint”) failed to state a claim upon which relief could be granted.

III. STATEMENT OF THE CASE

On December 26, 2023, Gateway filed its Motion to Dismiss, arguing that Ms. Egenti’s Complaint failed to establish any of the necessary elements of a breach of contract claim, including but not limited to the existence of a contract between the parties. Thereafter, on March 1, 2024, during a Remote Initial Scheduling Conference before the Honorable Milton C. Lee, the Court granted Gateway’s Motion to Dismiss and dismissed the case in its entirety.

On appeal, Ms. Egenti repeatedly asserts that the trial court dismissed the suit on the basis that it was precluded by two prior Housing Conditions Court cases. Ms.

Egenti argues that her Complaint should not have been precluded, as the Housing Conditions Court is of limited jurisdiction. However, the trial court did not hinge its decision solely on two Housing Conditions Court cases as alleged. Further, the facts of Ms. Egenti's Complaint do not support a claim for relief.

Accordingly, this Court should affirm the trial court's dismissal of Ms. Egenti's Complaint.

IV. STATEMENT OF THE FACTS

Ms. Egenti filed her Complaint on November 27, 2023, claiming that Gateway committed a "breach of contract" for a "violation of lease." In support of her claim, Ms. Egenti alleged a "pest infestation since 2021," complained of "loud noise and banging" from other tenants, "stalking incidents in the building," and that the "landlord failed to provide hot water." The one-page complaint did not include any facts in support of Ms. Egenti's allegations; Ms. Egenti did not plead the existence of a written lease or any other contract nor the existence of any specific lease or contract clause that would render Gateway liable if any of Ms. Egenti's allegations were proven. Ms. Egenti's Complaint sought unspecified "damages in excess of \$75,000."

V. SUMMARY OF THE ARGUMENT

Ms. Egenti mischaracterizes the ruling of the trial court in an apparent attempt to relitigate claims that have already been raised or could have been raised in prior cases. Specifically, Ms. Egenti disputes the trial court's dismissal of her Complaint based upon claim preclusion related to her prior Housing Condition Court cases. However, the record is clear that the trial court did not base its ruling on two prior Housing Conditions Court cases alone. Rather, when making its ruling, the trial court referenced one case in the Housing Conditions Court and one case in the Civil Action Branch. Unlike the Housing Conditions Court, the Civil Action Branch is not of narrow specific jurisdiction.

After evaluating the Complaint and Gateway's Motion to Dismiss for failure to state a claim, and with the appropriate deference afforded to Ms. Egenti as a *pro se* litigant and with a full and fair opportunity for both parties to be heard, the trial court properly granted Gateway's motion and dismissed the Complaint. This ruling was based not only on a theory of claim preclusion, as Ms. Egenti's brief posits, but on the facts of the Complaint as pled.

VI. STANDARD OF REVIEW

The Court of Appeals reviews *de novo* the trial court's dismissal of a complaint based on Rule 12(b)(6) of the Superior Court of the District of Columbia Rules of Civil Procedure (the "Rules" or "Rule"), for failure to state a claim upon

which relief can be granted. *Vaughn v. U.S.*, 579 A.2d 170, 172 (D.C. 1990) Applying the same standard as the trial court, the Court of Appeals independently reviews the record and must uphold the dismissal of a complaint as proper if a complaint does not contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face. *Logan v. Lasalle Bank Nat'l Ass'n*, 80 A.3d 1014, 1019 (D.C. 2013). The Court of Appeals may affirm a trial court's decision for reasons other than those given by the trial court. *Vaughn*, 579 A.2d at 173.

VII. ARGUMENT

a. The Trial Court Properly Dismissed Ms. Egenti's Claim Based on Judicial Estoppel.

The trial court properly ruled that Ms. Egenti's Complaint was judicially estopped. Ms. Egenti insists throughout her brief that the trial court erred by dismissing her Complaint based on claim preclusion, as the two prior Housing Conditions Court cases that the trial court referenced were limited to complaints seeking to enforce the District of Columbia Housing Code. This argument misinterprets the trial court's ruling. Specifically, the trial court stated, "[...T]hose are housing code violations for which you filed two separate cases. One is the one that I referenced which is the 23 CAB 1833, the other one is 23 CAB 4157. So you could've brought that claim when you brought the other two." [Joint

Appendix¹ p.] While the court noted that the Complaint's claims are housing code *violations*, it did not state that the ruling was based on Housing Conditions Court *cases*. In fact, Case Number 2023-CAB-004157, which the trial court explicitly referenced, was an action that Ms. Egenti filed in the Civil Actions Branch on July 12, 2023 alleging a breach of lease. Accordingly, her arguments that her Complaint should not have been dismissed based on the existence of prior Housing Conditions Court cases is without merit.

Rather than erroneously stating Ms. Egenti could have brought her civil claims in Housing Conditions Court, the trial court found that each of Ms. Egenti's claims could have been brought in a prior case in either the Housing Condition Court and/or the Civil Action Branch, depending on the nature of the allegation and the relief sought. As the trial court found, however, what Ms. Egenti could *not* do was continue to file cases, in any branch of the court, against the same party for issues that existed at the time of the prior filing. Ms. Egenti claims in her Complaint that the alleged breaches of contract have occurred at various times throughout 2021, 2022, and 2023, with each alleged issue starting before March 30, 2023 when she filed Case Number 2023-CAB-001833 in Housing Conditions Court and, by the same nature, July 12, 2023 when she filed Case Number 2023-

¹ Gateway notes that while the Appendix was filed as a "Joint Appendix", no discussion was attempted by counsel for Ms. Egenti related to compiling the Appendix as required.

CAB-004157 in the Civil Actions Branch. In fact, Ms. Egenti herself recognized that this case was related to a prior case, as she noted the existence of Case Number 2023-CAB-004157 in Paragraph 3 of the Complaint and even attached part of that case’s transcript to the Complaint. Because the Complaint’s allegations could have been raised in prior actions, this Court should affirm the trial court’s ruling.

b. Ms. Egenti’s Complaint Fails to State a Claim upon which Relief can be Granted.

Because Ms. Egenti’s Complaint fails to state a claim for which relief can be granted, the trial court’s ruling should be affirmed. Rule 8 requires that a pleading contain “a short and plain statement of the claim showing that the pleader is entitled to relief.” Super. Ct. Civ. Pro. R. 8(a)(2). A pleader’s failure to comply with these requirements is grounds for objection and dismissal. *See, e.g., Elmore v. Stevens*, 824 A.2d 44, 46 (D.C. 2003) and *Vaughn v. U.S.*, 579 A.2d at 175-76. Similarly, Rule 12(b)(6) allows a party to assert by motion the defense that a complaint fails to state a claim upon which relief can be granted.

As the Complaint alleged a breach of contract, the Complaint needed to plead “(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach.” *Tsintolas Realty Co. v. Mendez*, 984 A.2d 181, 187 (D.C. 2009). The Complaint did not plead these elements. The Complaint alleges a “breach of contract” but does not indicate

what contract exists or define the parties to any such contract. The Complaint does not plead that Gateway has an obligation or duty related to the claims alleged nor plead the occurrence of any subsequent breach of an obligation or duty. The Complaint ultimately seeks damages in excess of \$75,000.00 with no apparent basis or any indication of why Gateway should be liable for these damages. Without these details, the Complaint fails to state a claim upon which relief can be granted, even when viewing the facts in the light most favorable to Ms. Egenti.

c. Remanding the Motion to Dismiss would be a Remand in Futility.

Ultimately, even if Ms. Egenti's arguments are credited and this Court finds that the lower court improperly granted Gateway's Motion to Dismiss based on claim preclusion (which Gateway denies), a remand of the matter would be futile. Ms. Egenti failed to state a claim upon which relief can be granted, so Gateway's Motion to Dismiss would still be granted on remand. This Court should therefore affirm the lower court's dismissal.

Further still, Ms. Egenti has not disputed that she failed to state a cognizable claim for relief. Ms. Egenti did not file an opposition to Gateway's Motion to Dismiss, nor did she seek to amend her Complaint before or after the trial court's ruling. Instead, Ms. Egenti only challenges the dismissal of her Complaint in the instant appeal. Crucially, even now, she does not argue that she has pled sufficient facts to support her claims. Ms. Egenti argues only that her claims should not be

precluded.² Ms. Egenti has failed to plead any facts that would entitle her to relief, and remanding the case back to the Superior Court would only result in relitigation of a motion to dismiss that was never contested either before or after the trial court's ruling.

Accordingly, because the Complaint is devoid of the necessary elements to support a claim for breach of contract, the Court properly dismissed Egenti's case for failure to state a claim. This Court should affirm the lower court's decision.

VIII. CONCLUSION

Wherefore, for all of the foregoing reasons, Gateway Market L/CAL LLC respectfully requests that this Honorable Court affirm the dismissal of Ms. Egenti's Complaint.

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² In support of her appeal, Ms. Egenti references a number of events in other cases in the list of "Date of Proceeding/Portion," including events in cases separate from the Complaint, the Housing Condition Court case, and the Civil Action Branch case discussed herein. This list appears to be an attempt to support her contention that she does have a valid claim by referencing other cases that may allegedly state a claim or allegedly entitle her to relief. Such an argument seems inapposite to her simultaneous contention that her claims should not be precluded.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of October 2024, a true copy of the foregoing Brief of Appellee/Defendant was electronically filed and served via the Court's e-filing system upon:

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